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[soumissionbid@sac-isc.gc.ca](mailto:soumissionbid@sac-isc.gc.ca)

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Indigenous Services Canada**  
We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Services aux Autochtones Canada**  
Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments – Commentaire**

**Vendor/Firm Name and Address  
Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Indigenous Services Canada  
Services aux Autochtones Canada

<b>Title – Sujet</b> Dental Contractor for the First Nations and Inuit Dental Clinic - Whitehorse, Yukon	
<b>Solicitation No. - N° de l'invitation</b> 1000254655	<b>Date – Date</b> 2024-05-06
<b>Solicitation Closes - L'invitation prend fin</b> <b>at – à 02 :00 PM</b> Eastern Daylight Time EDT <b>on – le 2024-06-14</b> Heure avancée de l'Est (HAE)	
<b>Destination(s) of Services - Destination(s) des services</b> Indigenous Services Canada, Whitehorse, Yukon Services aux Autochtones Canada, Whitehorse, Yukon	
<b>Address inquiries to: Adresser toute demande de renseignements à:</b> <a href="mailto:sumanvir.sahota-chhokar@sac-isc.gc.ca">sumanvir.sahota-chhokar@sac-isc.gc.ca</a>	
<b>Area Code and Telephone No.: Code regional et No de telephone:</b> (204) 914-6481	<b>Facsimile No.: No de télécopieur:</b>

**Instructions: See Herein  
Instructions: Voir aux présentes**

<b>Supplier Name and address - Nom et adresse du fournisseur GST No.:</b>
<b>Telephone No. - N° de telephone:</b>
_____ Signature
_____ Date
Name, title of person authorized to sign (type or print) Nom et titre du signataire autorisé (caractère d'impression)

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders 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.

### **1.2 Statement of Work**

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

### **1.3 Comprehensive Land Claims Agreement(s)**

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

Umbrella Final Agreement which encompasses all 11 CLCAs in the Yukon:

- [Carcross/Tagish First Nation](#)
- [Champagne and Aishihik First Nations](#)
- [Kluane First Nation](#)
- [Kwanlin Dun First Nation](#)
- [Little Salmon/Carmacks First Nation](#)
- [First Nation of Nacho Nyak Dun](#)
- [Selkirk First Nation](#)
- [Ta'an Kwach'an First Nation](#)
- [Teslin Tlingit Council](#)
- [Tr'ondëk Hwëch'in](#)
- [Vuntut Gwitchin First Nation](#)

## 1.4 Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [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.

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions ([2003](#)) incorporated by reference above is deleted in its entirety and replaced with the following:

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 days

### 2.2 Submission of Bids

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

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

#### Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the [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 Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

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

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

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

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- 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 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must

be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

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

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

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers 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) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

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

- Section I: Technical Bid (1 electronic copy, a PDF file)
- Section II: Financial Bid (1 electronic copy, a PDF file)
- Section III: Certifications (1 electronic copy, a PDF file)
- Section IV: Additional Information (1 electronic copy, a PDF file)

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the pricing schedule detailed in Attachment 1 to Part 4.

##### **3.1.1 Electronic Payment of Invoices – Bid**

Bidders will accept Direct Deposit (Domestic and International) for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### **3.1.2 SACC Manual Clauses**

#### **Section III: Certifications**

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

#### **Section IV: Additional Information**

##### **3.1.3 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures**

**3.1.3.1** As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

**3.1.3.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirement

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria (MT)

The bid must meet the mandatory technical criteria set out below. The Bidder must provide the necessary documentation to support compliance. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Mandatory technical criteria are evaluated on a simple pass or fail basis. This will be evaluated by Indigenous Services Canada (ISC) as either a "Yes" or a "No."

<b>ATTENTION BIDDERS:</b>			
Write beside each of the criterion the relevant page number(s) from your bid which addresses the requirement identified in the criteria.			
#	<b>Mandatory Technical Criteria (MT)</b> <i>If proposed service model incorporates more than one dentist, all Mandatory Technical Criteria outlined below must be submitted for each proposed dentist resource.</i>	<b>Met (Yes/No)</b>	<b>Cross-Reference to bid (indicate page #)</b>
<b>MT1</b>	<p>The Bidder must provide documentation supporting the dental licensing requirements established by the Government of Yukon (<a href="https://yukon.ca/en/doing-business/professional-licensing/apply-dentist-licence">https://yukon.ca/en/doing-business/professional-licensing/apply-dentist-licence</a>):</p> <p><i>The proposed resource(s) must meet one of the following: Option 1 or Option 2 or Option 3</i></p> <p><b>Option 1:</b></p> <ul style="list-style-type: none"> <li>• a valid general dentist licence in any Canadian jurisdiction; and</li> <li>• a letter of good standing in that jurisdiction</li> </ul> <p><b>Option 2:</b></p> <ul style="list-style-type: none"> <li>• graduation from a dental program accredited by: <ul style="list-style-type: none"> <li>▪ the Commission on Dental Accreditation of Canada; or</li> <li>▪ the American Dental Association Commission on Dental Accreditation; and</li> </ul> </li> <li>• a certificate of qualification from the National Dental Examining Board of Canada (NDEBC). The date of the</li> </ul>		



	<p>certificate must be no more than 2 years before this application.</p> <p><b>Option 3:</b></p> <ul style="list-style-type: none"> <li>• graduation from a non-accredited dentistry program;</li> <li>• a certificate of qualification from the National Dental Examining Board of Canada no more than 2 years before the application for a Yukon licence; and</li> <li>• completion of 1 of the following: <ul style="list-style-type: none"> <li>▪ a qualifying or degree completion program at an accredited Canadian university; or</li> <li>▪ the equivalency process with the National Dental Examining Board of Canada that is no more than 2 years before this application.</li> </ul> </li> </ul>		
<b>MT2</b>	<p>The Bidder must provide one (1) copy of the Dental Malpractice Insurance for not less than three million dollars; and one (1) copy of Commercial General Liability Insurance for not less than two million dollars per accident or occurrence and in the annual aggregate.</p>		
<b>MT3</b>	<p>The Bidder must provide one (1) copy of the proposed dentist's current resume. The Bidder must demonstrate, through the proposed dentist's resume that he/she has a minimum of 3 years' experience as a licenced practicing dentist.</p>		
<b>MT4</b>	<p>The bidder must provide the following for two (2) professional references for the proposed dentist:</p> <ul style="list-style-type: none"> <li>-reference name</li> <li>-reference contact information (telephone number and email address)</li> <li>-description of services provided</li> <li>-start and end date of the services</li> </ul> <p>The references may include dentist; office manager; dental hygienist and dental assistant.</p> <p>Canada may validate the reference information provided.</p>		
<b>MT5</b>	<p>The bidder's proposed dentist(s) must have a valid Level C Cardio-Pulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) certification. Copies of the certification must be provided with the Bid. .</p>		

#### 4.1.1.2 Point-Rated Technical Criteria (RT)

In addition to meeting the mandatory technical criteria, the Bidder must also address the point-rated technical criteria identified below.

#	Point-Rated Technical Criteria (RT)	Maximum Points allocated	Cross-Reference to bid ( <i>indicate page #</i> )
RT1	<p>Indigenous Services Canada requires 219 service days. In order to maintain continuity of care, preference is for a single dentist to provide 219 days of service. However, this could include a minimum of 185 days provided by a single dentist and a maximum of 34 days subcontracted to other dentists.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> <li>• 3 points for 1 dentist providing 219 days of service which could include a maximum of 34 days subcontracted to other dentists.</li> <li>• 2 points for 2 - 3 dentists providing 219 days of service, where a minimum of 185 days cannot be met by one dentist</li> <li>• 1 point for 4 dentists providing 219 days of service, where a minimum of 185 days cannot be met by one dentist</li> </ul>	3	
RT2	<p>The Bidder will score 1 point for demonstrating knowledge one of the following</p> <p>trauma informed care or cultural sensitivity;</p> <p>Knowledge can be demonstrated by providing an explanation of a personal situation where either experience was encountered (detail location, month/year, situation and end result), or list specific training course(s) obtained (detailing course name, location, date of completion, provider of training)</p>	1	
RT3	<p>The Bidder will score 1 point for demonstrating 3 years or more experience providing dental services to First Nations and/or Inuit clients and/or marginalized populations</p>	1	
RT4	<p>The Bidder will score 1 point for demonstrating 3 years or more experience providing dental services in a public health environment such as school dental programs, social assistance dental programs, seniors dental programs, and provincial/territorial public dental programs</p>	1	
RT5	<p>The Bidder will score 1 point for demonstrating 3 years or more experience providing dental services in rural and/or remote communities (i.e. communities in Northern Canada or communities that are of significant distance from an urban area)</p>	1	

<b>RT6</b>	The Bidder will score 1 point for demonstrating completion of a North American General hospital practice residency. Include details of Location and length of residency with start and finish dates.	1	
<b>RT7</b>	Bidder Identifies as an Indigenous Supplier. Bidder must be registered in the Indigenous Business Directory to gain this point.	1	
<b>Overall Maximum Points allocated</b>		9	

#### 4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

#### 4.2 Basis of Selection

##### 4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
2. Bids not meeting "(a) or (b)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		<b>1st</b>	<b>3rd</b>	<b>2nd</b>

## ATTACHMENT 1 TO PART 4, PRICING SCHEDULE

### PROFESSIONAL SERVICES

For professional services, the contractor shall bid a per diem All-inclusive of full time hours (7 hours) for a dentist(s), assistant(s) and receptionist(s).

**Contract Period:** September 1, 2024 to August 31, 2027  
**Resource Name:** TBD

Professional Services	Per diem (CAD \$) A	Level of effort (number of days*) B	Total price (CAD \$) for 3 years C = (A x B)
Professional Services September 1, 2024 - August 31, 2027	\$	657 days (219 days per year x 3 years )	
<b>Total (C)</b>			<b>\$</b>

### Option Periods

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor shall bid to perform all the Work in relation to the Contract extension.

Professional Services	Per diem (CAD \$) A	Level of effort (number of days*) B	Total price (CAD \$) D = (A x B)
<u>1<sup>st</sup> Option Period</u> Resource Name: TBD September 1, 2027 – August 31, 2028	\$	219	
<u>2<sup>nd</sup> Option Period</u> Resource Name: TBD September 1, 2028 – August 31, 2029	\$	219	
<b>Total (D)</b>			<b>\$</b>

**Total Price C** \_\_\_\_\_ + **Total Price D** \_\_\_\_\_ = **Total cost of financial proposal** \_\_\_\_\_

### Definition of a Day/Proration

A day is defined as 7 hours exclusive of meal breaks. Payment shall be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day shall be prorated to reflect actual time worked in accordance with the following formula:

**Hours worked × (firm per diem rate ÷ 7 hours)**

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

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [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.

#### **5.1.2 Additional Certifications Required with the Bid**

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

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

#### **5.2.3 Additional Certifications Precedent to Contract Award**

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

*SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources*

##### **5.2.3.2 Education and Experience**

*SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience*

##### **5.2.3.3 Certifications - Contract**

*SACC Manual clause [A3015C](#) (2014-06-26) Certifications - Contract*

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

**6.1.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

#### **SECURITY CLAUSES: 1000254655**

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 of **Reliability Status** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Reliability Status** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor **MUST NOT** possess or safeguard **PROTECTED** information/assets at their organization's premises until the Security In Contracting team of Indigenous Services Canada (ISC) receives a signed copy of the contract. After the contract has been granted and we receive a signed copy, these tasks may be performed up to the level of **Protected B**.
5. The Contractor **MUST NOT** remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
6. The Contractor **MUST NOT** utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information until the Security In Contracting of Indigenous Services Canada (ISC) team receives a signed copy of the contract. After contract has been granted and we receive a copy, these tasks may be performed up to the level of **Protected B**.
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
8. Any substitute or alternate resource proposed for this contract:
  - a) must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and,
  - b) must hold a valid GoC Security Screening at the level of **Reliability Status**, before gaining access to designated information or assets.
9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.

10. This contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.

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

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

### **6.1.2 Contractor's Sites or Premises Requiring Safeguarding Measures**

**6.1.2.1** Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

*Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country*

**6.1.2.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

### **6.2 Statement of Work**

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

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [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.

#### **6.3.1 General Conditions**

[2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indigenous Services Canada (ISC)

#### **6.3.2 Supplemental General Conditions**

[4013](#) (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules, apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from September 1, 2024 to August 31, 2027 inclusive.

#### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the

extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sumanvir Sahota-Chhokar

Title: Senior Procurement Officer

Indigenous Services Canada

Materiel and Assets Management Directorate

Address: 391 York Ave, Winnipeg, MB R3C 0P4

Telephone: 204-914-6481

E-mail address: [sumanvir.sahota-chhokar@sac-isc.gc.ca](mailto:sumanvir.sahota-chhokar@sac-isc.gc.ca)

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

### 6.5.2 Project Authority

The Project Authority for the Contract is: *(Identified at Contract Award)*

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

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

Indigenous Services Canada

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

*(Identified at Contract Award)*

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [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.

## 6.7 Payment

### 6.7.1 Basis of Payment

### 6.7.2 Limitation of Expenditure



1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*Identified at Contract Award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.7.3 Method of Payment**

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

### **6.7.4 Electronic Payment of Invoices – Contract**

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

### **6.8 Invoicing Instructions**

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

Each invoice must be supported by:

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

### **6.9 Certifications and Additional Information**

#### **6.9.1 Compliance**

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

## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Yukon.

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4013](#) (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules;
- (c) the general conditions [2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Security Requirements Agreement
- (h) the Contractor's bid dated \_\_\_\_\_ (*inserted at contract award*)

## 6.12 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](#)".

## 6.13 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: \_\_\_\_\_ (*insert name(s) of person(s)*).

### 6.13.1 Replacement of Specific Individuals

SACC Manual clause [A7017C](#) (2008-05-12) - Replacement of Specific Individuals

## 6.14 Insurance - No Specific Requirement

SACC Manual clause [G1005C](#) (2016-01-28) - Insurance - No Specific Requirement

## ANNEX "A"

### STATEMENT OF WORK

#### Dental Contractor for the First Nations and Inuit Dental Clinic Whitehorse, Yukon

#### 1. SCOPE

##### 1.1. Introduction

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

##### 1.2. Objectives of the Requirement

The Contractor must act in a culturally sensitive manner and be respectful of Indigenous culture and Indigenous Peoples, and provide NIHB eligible dental services to NIHB- eligible registered First Nations and recognized Inuit clients. The Contractor will be responsible for providing 219 full days of service per annum at the First Nations and Inuit Dental Clinic (FNIDC).

##### 1.3. Background and Specific Scope of the Requirement

The FNIDC is owned by ISC and opened in downtown Whitehorse, YT in April 2005. The dental clinic is located in the Elijah Smith Building at 100-300 Main Street. The FNIDC was established to provide access to dental services covered under the NIHB Program to registered First Nations and recognized Inuit clients. Clients accessing dental services at FNIDC do not pay a fee for service. The dental clinic has two (2) dental operatories and is computerized, operating on ABELDent Local + and SafeCom Imaging software. The FNIDC is open five (5) days a week, Monday to Friday from 8:00 am until 4:00 pm.

#### 2. REQUIREMENTS

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

The Work of this Contract and the expectations of service delivery are described herein. The Contractor is expected to follow the NIHB Dental Benefits Guide <https://www.sac-isc.gc.ca/eng/1579538771806/1579538804799>

Failure to meet the expectations of the service delivery may result in cancellation of the Contract.

The Contractor will be responsible for the hiring, training, supervision and salary of a sub-contracted full time dentist(s) if applicable, Dental Assistant(s) and Dental Receptionist(s) for the Contract period. The Contractor will be liable for the Dental Team and responsible for ensuring the Dental Team is credentialed as required for the duration of the contract.

##### 2.2 NIHB Dental Services

The Contract requires the provision of NIHB eligible dental services in accordance with *NIHB Dental Benefits Guide for First Nations and Inuit: Non-Insured Health Benefits Program*. The

Guide summarizes policies, guidelines and criteria, frequency limitations and predetermination requirements under which the NIHB Program covers dental services for eligible registered First Nations and recognized Inuit clients. As the Guide is updated throughout the year, the Contractor should refer to the most recent version at <https://www.sac-isc.gc.ca/eng/1579538771806/1579538804799>

NIHB covers a wide range of services including:

- diagnostic services, including:
  - examinations
  - radiographs (X-rays)
- preventive services, including:
  - scaling
  - polishing
  - sealants
  - fluorides
- restorative services, including:
  - fillings
  - crowns
- endodontic services, including root canal treatments
- periodontal services, including deep scaling
- removable prosthodontic services, including:
  - partial dentures
  - complete dentures
- oral surgery services, including extractions
- orthodontic services, including braces
- adjunctive services, including:
  - sedation
  - general anesthesia

### **2.2.1 Service Related Requirements**

The Contractor must be able to provide the following specific dental services as required:

#### **Dental Service Description**

- Diagnostic
- Preventive
- Restorative
- Endodontic including standard anterior and posterior root canals, pulpotomies and pulpectomies
- Periodontal
- Removable prosthodontics including partial and complete dentures
- Oral surgery including simple and complicated extractions
- Pediatric dentistry including the placement of stainless steel crowns, pulpotomies and extractions in the clinic setting and in the hospital setting (under general anesthesia)

The Contractor will be required to treat children at the FNIDC clinic and in the hospital setting. The contractor will be required to apply for operating room privileges at the Whitehorse General Hospital for the provision NIHB eligible dental services for treating NIHB registered First Nations and recognized Inuit clients, when necessary, under general anaesthesia /sedation.

Where applicable, pediatric treatment under sedation and general anesthesia is to include stainless steel crowns. As per the Non-Insured Health Benefits Oral Health Advisory Committee recommendations and in agreement with the American Academy of Pediatric Dentistry and the

Canadian Academy of Pediatric Dentistry, stainless steel crowns **are indicated in the following situations:**

- restoration of primary and permanent teeth with extensive caries, cervical decalcification, and/or developmental defects (for example, hypoplasia, hypocalcification)
- following pulpotomy or pulpectomy
- when failure of other available restorative materials is likely (for example, interproximal caries extending beyond line angles, patients with bruxism)
- definitive restorative treatment for high caries-risk children
- intermediate restoration of fractured teeth

Should the FNIDC become equipped with Nitrous Oxide, in order to provide minimal sedation, the Contractor must ensure that the Dental Service Providers have the training and authorization as required by the territorial regulatory body.

The Contractor will be responsible for completing Dental Travel Request Forms for clients living in communities requiring travel to access dental services in Whitehorse. Travel requests must be sent to the Northern Region medical travel via email ([sac.nrnihbdtm-rnssnatmd.isc.@canada.ca](mailto:sac.nrnihbdtm-rnssnatmd.isc.@canada.ca)) or faxed to 1-800-949-2718 -at least 10 working days before the appointment. All speciality services are available in Whitehorse, travel may only be approved to the most appropriate closest point of service.

The Contractor will be responsible for ensuring staff are proficient in the use of ABELDent Local+ and SafeCom Imaging Software.

### **2.3 Dental Equipment and Supplies**

At the FNIDC, all clinic dental equipment and supplies will be provided by ISC. Access to a computer and required dental software for the daily operation of the clinic and access to client dental records will be provided by ISC.

The Contractor must ensure all dental equipment is properly used and maintained (as listed in the onsite FNIDC Operational Manual) and may be required to complete minor equipment repairs as necessary. The Contractor will be responsible for repairing/restoring or replacing any dental equipment and/or dental instruments owned by ISC that have been improperly maintained or are missing. All materials and parts used for the repair must be of the quality required by the Specifications and must be suitable for their particular purposes.

- All equipment will have been assessed and inventoried by the Project Authority before the Contractor begins this Contract. The Contractor will be responsible for informing the Project Authority, as required, if there are any equipment problems requiring the need for repair which cannot be completed by the Contractor.
- The Contractor is responsible for the on-going monitoring of the quantities of supplies so that there is an adequate amount on hand to meet the average monthly requirements. The Contractor will also be responsible for advising ISC, on a monthly basis, as required, of any supplies that need to be purchased. In addition, the Contractor will be responsible for ensuring all consumable dental supplies are used exclusively for the treatment of registered First Nations and recognized Inuit clients at the FNIDC; Requests for supplies are reviewed and subject to approval by ISC; only supplies deemed essential to provide treatment will be authorized.
- Equipment, furnishings and supplies procured for the use of the Contractor will remain the property of ISC. The Contractor will ensure that reasonable care will be taken in the use of the equipment and supplies provided.
- Improperly maintained and handled equipment (including dropped equipment) that requires repair or replacement may be charged back to the provider.

- Should equipment and/or computer repairs, replacement or maintenance be required, the Contractor is expected to remain in the clinic to assist the technician if required and/or continue working, unless otherwise instructed by the Project Authority.
- The Contractor must not remove any dental equipment and/or supplies that belong to ISC. Missing dental equipment, handpieces, instruments and supplies may be charged to the Contractor if removed without permission.
- An equipment list will be supplied once the contract is awarded. The Contractor will be required to complete an inventory checklist prior to starting.

## 2.4 Dental Service Billing

The Contractor will not charge or collect fees pertaining to the provision of dental services and will only treat NIHB registered First Nations and recognized Inuit clients.

The Contractor will be responsible for enrolling with Express Scripts Canada (ESC) and ensuring that the required dental claim forms (<https://nihb-ssna.express-scripts.ca/en/0205140506092019/04/0403>) are completed and submitted to the ESC.

When clients have 3<sup>rd</sup> party private or public dental coverage, the Contractor will be responsible for ensuring that the required dental claim forms are submitted to the client's primary insurance (the 3<sup>rd</sup> party plan) prior to submitting to NIHB. The Contractor will be required to attach the applicable Explanation of Benefits from the insurance provider to the Dental Claim Form and submit to the Program Authority to review who will then forward to ESC. The Contractor will ensure follow up and tracking of unpaid 3<sup>rd</sup> party claims and will inform Project Authority as required. Third Party claims are made payable to the Receiver General for Canada.

The Contractor will be responsible for submitting the NIHB Dent-29 claim form to the Program Authority who will then review and send to ESC. . The payment of any eligible laboratory expenditures for clients will be paid by the Contractor. The Contractor will then seek reimbursement from the NIHB Program through the Contract for the eligible laboratory expenditures.

## 2.5 Specifications and Standards

Security Clearance : The Contractor and dental team members will be required to have reliability level security clearance.

Yukon Dental Profession Act: The Contractor and all dental team members will be required to adhere to the Yukon Dental Profession Act [https://laws.yukon.ca/cms/images/LEGISLATION/PRINCIPAL/2002/2002-0053/2002-0053\\_2.pdf](https://laws.yukon.ca/cms/images/LEGISLATION/PRINCIPAL/2002/2002-0053/2002-0053_2.pdf)

Yukon Dental License: The Contractor will be responsible for obtaining and maintaining a Yukon Dental License, in good standing, as per the requirements of the Yukon Government Professional Licensing and Regulatory Branch for the duration of the Contract. The Contractor will be responsible for ensuring the delivery of quality dental services in accordance with the professional guidelines from the territorial professional regulatory body and dental association.

Infection Prevention And Control: The Contractor will be responsible for ensuring adequate infection prevention and control in the FNIDC and compliance with territorial guidelines and the Operation Manual.

The Contractor must perform steam sterilizer monitoring using the steam sterilizer strips daily and conduct spore tests weekly and record the results in the Sterilization log.

Dental Radiation Safety: The Contractor must ensure that radiation safety standards are followed at all times including the use of a personal dosimeter. Dosimeters are to be provided by the Contractor.

([https://laws.yukon.ca/cms/images/LEGISLATION/regs/oic1986\\_164G.pdf](https://laws.yukon.ca/cms/images/LEGISLATION/regs/oic1986_164G.pdf)),  
<https://www.canada.ca/en/health-canada/services/environmental-workplace-health/reports-publications/radiation/radiation-protection-dentistry-recommended-safety-procedures-use-dental-equipment-safety-code-30.html>

Waste Management : The Contractor must ensure the safe handling, including proper disposal if necessary, of expired dental products, amalgam, lead aprons, used sharps, chemicals and disinfectants.

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

The Contractor must advise the Program Authority when disposal is required, Program Authority will work with Contractor to facilitate disposal.

First Aid and Cardio-Pulmonary Resuscitation (CPR) The Contractor will be responsible for obtaining and maintaining a CPR and Automated External Defibrillator (AED) certification for the duration of the Contract. First Aid Kit and Oxygen tank must be monitored by the Contractor.

## **2.6 Technical, Operational and Organizational Environment**

The Contractor must fulfil 219 service days (1533 hours) per contract year at the FNIDC. The service days must be provided Monday to Friday between the hours of 8 am and 4 pm, excluding the 1-hour lunch break between 12 pm and 1 pm, these hours coincide with the facility's hours of operation. Service days must not be provided on the following twelve (12) observed holidays.

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Discovery Day
- Labour Day
- National Day for Truth & Reconciliation
- Thanksgiving
- Remembrance Day
- Christmas Day
- Boxing Day

## **2.7 Method and Source of Acceptance**

The Contractor will ensure an average minimum production of \$2000 per day and an annual production target of \$438,000 are met. To reduce the risk of targets under \$2000, the provider is expected to; book clients in both dental chairs to offset the risk of no-shows and cancellations; maintain an active short notice cancellation list; confirm appointments in advance; send frequent appointment reminders; address reason(s) for missed appointments; follow up on travel requests prior to appointments as required; develop a good rapport with clients to improve compliance and motivation.

If the production falls below the average minimum production target of \$2000, the Contractor will be notified in writing. If the minimum production is still not met after two written notices, the Contract may be terminated.

Should underproduction be a result of staff shortages, the Contractor must immediately inform the Project Authority or their designate and have a plan in place to backfill staff shortages.

## 2.8 Communication and Reporting Requirements

**On a daily basis**, the Contractor will be responsible for submitting to the Program Authority, the clinic Cash Flow Summary and Appointment Schedule at the end of day.

**Every 2 weeks**, the Contractor must submit via Purolator the NIHB Dent-29 forms to the Program Authority who will review for accuracy and then mail to ESC. NIHB will assist the Contractor to enroll as a Dental Provider with ESC for the location where services are being provided under this agreement. The Contractor will also request payments be suppressed including lab fees.

The Contractor must complete an accurate record of eligible dental services provided to NIHB-eligible clients using the NIHB DENT-29 form (required data elements below). The *Dental Claim Form (NIHB Dent-29)* can be found on the Express Scripts Canada NIHB Provider and Client website at <https://nihb-ssna.express-scripts.ca/en/0205140506092019/04/0406>

### NIHB Dental Claim Form (Dent-29) Field Description

When completing the Dent-29 Form, the following data elements are required. Client or parent/guardian signature field must be completed.

Field Name	Description
Surname	The surname under which the Client is registered.
Given Name	The given names under which the Client is registered. Submission of all given names is preferred to facilitate Client verification. Initials are not acceptable.
Address	The current and exact address of Client. Submissions that do not indicate the complete Client address, including postal code, are returned and will not be processed.
Provider Number	The full nine-digit Provider number assigned to the Dental Provider by ESC must appear on the claim form. Submissions that do not indicate the complete ESC Provider number may be returned.
Client Identification Number	Number used to identify a Client who is eligible to receive benefits under the NIHB Program. Mandatory if Band and Family Number is not included.
Band Number	Three-digit band number only applicable to First Nations Clients. Mandatory in conjunction with Family Number if Client Identification Number is not included.
Family Number	Five (5)-digit number only applicable to First Nations Clients. Mandatory in conjunction with Band Number if Client Identification Number is not included.
Date of Birth	Date format (YYYY-MM-DD)
Provider Clinic Address	A stamp with the Provider address is acceptable. Submissions that do not indicate the complete Provider address may be returned.



Provider Use Only	Additional information pertaining to the submission may be noted here. This field is not mandatory.
Pay Client/Guardian	This box is checked when the payee is other than the Provider.
Payee Address	This information must be provided if the payee name and address are different from the Client. Payee must be at least 16 years of age.
Office Verification/Signature of Provider	An original Provider signature or Provider name stamp is acceptable. The signature or stamp must be that of the Provider who has performed or will perform the procedure.
Date of Service	The date on which services were provided to the Client in date format (YYYY-MM-DD). For procedures requiring more than one appointment, where an insertion is required, the date of service must be the date on which the appliance was inserted. Contact the NIHB if insertion cannot occur. For procedures requiring more than one appointment that do not require an insertion, the date of service must be the date when the service was completed.
Procedure /Payment Code	The procedure/payment code corresponding to the applicable dental service rendered.
Int. Tooth Code	The international tooth number, quadrant, sextant or arch code corresponding to the procedure for which tooth number, quadrant, sextant or arch description is mandatory.
Tooth Surfaces	The surface codes corresponding to a procedure for which surface description is mandatory.
Professional Fee	The dollar amount claimed for professional services.
Laboratory Fee (+L)	The dollar amount charged for lab work.
Total Fee	The total dollar amount charged for the procedure or service performed (professional fee plus laboratory fee).
ADDITIONAL INFORMATION (Provider to Complete)	Are any dental benefits or services provided under any other group insurance or dental plan, Workers Compensation Board, government plan or if a result of an accident, motor vehicle or accident insurance plan? These answers are mandatory on all submitted forms. Are there any missing teeth? These answers are mandatory on all forms submitted manually including claims.

**On a monthly basis:**

- the Contractor will be responsible for submitting to the Project Authority, the Aged Receivables.

- the Contractor must provide to the Project Authority, updates on the general anaesthesia service dates in the hospital, and number of treated clients and number of clients remaining on the waitlist.

*As required* the Contractor must communicate with the Project Authority regarding:

- clinic interruptions due to equipment breakdowns or facility issues
- holiday schedule and absences for dentist, dental assistant and dental receptionist
- monthly ordering of dental supplies and equipment
- concerns or incidents which arise in the clinic
- licensing status change at any time during the Contract period
- equipment maintenance schedule
- unpaid 3<sup>rd</sup> party claims

*As required*, the Contractor(s) and/or Dental Team may be required to meet the Project Authority or other Indigenous Services Canada personnel to discuss operational and or administrative issues related to the dental clinic. The specifics of the meetings will be outlined in advance to the Contractor.

#### Absences, and closures

- The Contractor shall notify the Project Authority if the Dental Receptionist(s) and/or Dental Assistant(s) are no longer able to provide their services and/or who will be absent greater than 10 consecutive business days. The Contractor shall be responsible for providing replacements. Should the Contractor be unable to secure a Dental Assistant or Receptionist within 30 business days, the Contractor will ensure that the duties are absorbed and the clinic remains open and the dentist(s) is expected to continue to work.
- The Contractor will not be paid for any days not worked for any reason including, but not limited to facility problems (examples: flood, power outage, network inaccessibility etc), equipment failure, pandemics, personal appointments etc. Should equipment maintenance or software testing be required at the clinic, the Contractor is expected to continue working in some capacity at the clinic, unless otherwise notified by the Project Authority.
- Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### New Dental Team Members

The Contractor shall notify the Project Authority of new dental team member(s) within 30 business days in advance of the start date for the purpose of obtaining a security clearance. The Contractor must provide a copy of the Yukon Dental license and malpractice insurance for new dentists.

## **2.9 Contract/Project Management Control Procedures**

The individual identified as the Project Authority or their designate shall:

- Periodically perform monitoring of hours worked and procedures completed as well as log this information for reporting and verification purposes. Any discrepancies between this log and the monthly invoice will be clarified by the Contractor to the satisfaction of the Project

Authority or their designate

- Review, without notice to the Contractor, all standard operating procedures and services provided by the Contractor against the appropriate licensing and regulatory guidelines
- Reserve the right to undertake more detailed auditing where warranted
- Deliver all services in accordance with all applicable Acts, Codes, departmental and/or federal government regulations, policies and procedures

### **3. ADDITIONAL INFORMATION**

#### **3.1. Canada's Obligations at the FNIDC**

- Provide a clear description of reporting requirements;
- Provide all dental equipment and dental instruments needed to perform the NIHB Program dental services;
- Replace defective dental equipment/instruments as applicable;
- Purchase all necessary consumable dental supplies for use in the FNIDC;
- Provide access to the FNIDC to comply with the number of hours and days of service required under the Contract;
- Provide access to a computer and the required dental software for daily operation of the dental clinic;
- Provide access to NIHB client dental records in order to complete the treatment of clients;
- Provide access to copies of government and departmental policies and procedures, publications, reports, as they relate to the NIHB Program.

#### **3.2. Contractor's Obligations at the FNIDC**

- Do not represent the views of ISC-FNIHB in any formal communication with the First Nation's Band Community Leadership including the Health Director and other First Nations agencies or any other outside agency.
- Ensure that the following information is posted in the clinic facility: Clinic hours, clinic telephone number, how to make an appointment, instructions for emergency patients and times for special clinics.
- Provide copy of valid security clearance.
- The Contractor must ensure the work is provided in a professional manner, which includes responding to questions from clients, communicating well the treatment plans, and providing the client with all treatment options.
- The Contractor must act culturally appropriate and be respectful of Indigenous culture and peoples.
- Obtain and maintain in good standing a Yukon Dental License with the Yukon Professional Licensing and Regulatory Affairs Branch for the duration of the Contract. Should the licensing status change at any time during the Contract period the Contractor must immediately inform the Project Authority or their designate.
- Apply for operating room privileges at the Whitehorse General Hospital for the provision NIHB eligible dental services for treating NIHB eligible clients, when necessary, under general anaesthetic. Follow all applicable NIHB Program policies, procedures, guidelines and administrative templates such as supply order templates as provided by the Project Authority.
- Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
- Inform Program Authority should a member of the Dental Team at any time, no longer be able to provide their services and/or who will be absent greater than 10 consecutive business working days.
- Equipment, furnishings and supplies procured for the use of the Contractor and/or Dental Team will remain the property of Indigenous Services Canada. The Contractor

will ensure that reasonable care will be taken in the use of the equipment and supplies provided.

- The Contractor will be responsible for ensuring that the Dental Clinic complies with current infection prevention and control standards and dentistry radiation safety standards, as per documents specified by the Project Authority (Section 5.1).
- The Contractor and all dental team members will be required to adhere to the Yukon Dental Profession Act.
- The Contractor and Dental Team members will follow the guidelines and instructions provided in the Operations manual.

### **3.3. Location of Work, Work Site and Delivery Point**

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

The primary location for work will be:

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

### **3.4. Language of Work**

The Contractor must be capable of correspondence with ISC in relation to the Contract as well as produce all deliverables in English.

### **3.5 Record keeping, Safeguarding and Privacy Controls**

The Contractor will be responsible for maintaining on a daily basis accurate client records and work within the existing clinic administrative system.

In support of promoting digital health solutions, the Contractor will assist in the transition of client paper charts to electronic health records with guidance through the Program Authority to be completed as needed during unforeseen patient cancellations.

The Contractor must maintain accurate and legible client dental records including medical and dental histories, dental examinations, tooth charting, treatment plans and progress notes, consent forms, predeterminations forms and referral letters.

All staff including the dentist, dental assistant, dental receptionist, subcontractors and temporary staff must be security cleared at the reliability level.

- 3.5.1 To perform the Work, the Contractor will be provided with and/or will be collecting Personal Information from third parties. The Contractor acknowledges that it has no rights in the Information or the Records and that Canada owns the Records. On request, the Contractor must make all the Personal Information and Records available to Canada immediately in a format acceptable to Canada.
- 3.5.2 The Contractor agrees to create, collect, receive, manage access, use and retain the Personal Information and the Records only to perform the Work in accordance with the Contract, and the contractor must ensure that the dental team also performs their work in accordance with the contract.

- 3.5.3 The Contractor must ensure that the Personal Information is as accurate, complete, and up to date as possible. The Contractor must protect the privacy of the Personal Information. To do so, at a minimum, the Contractor must:
- a. not use any personal identifiers (e.g., social insurance number) to link multiple databases containing Personal Information;
  - b. segregate all Records from the Contractor's own information and records;
  - c. restrict access to the Personal Information and the Records to people who require access to perform the Work (for example, by using passwords or biometric access controls);
  - d. provide training to anyone to whom the Contractor will provide access to the Personal Information (such as the dental team) regarding the obligation to keep it confidential and use it only to perform the Work. The Contractor must provide this training before giving an individual access to any Personal Information and the Contractor must keep a record of the training and make it available to the Project Authority if requested;
  - e. when an individual requests personal information or correction of personal information from NIHB's Health Information Claims Processing Services (HICPS), the Contractor must contact the Project Authority;
  - f. segregate, secure and control access to any hard copy Records.
- 3.5.4 The Contractor must safeguard the Personal Information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor must:
- a. store the Personal Information only within Indigenous Services Canada networks or e-mail systems electronically so that a password is required to access the system or database in which the Personal Information is stored;
  - b. ensure that passwords or other access controls are provided only to individuals who require access to the Personal Information to perform the Work;
  - c. not outsource the electronic storage of Personal Information to a third party (including an affiliate) unless the Project Authority has first consented in writing;
  - d. implement any reasonable security or protection measures requested by Canada from time to time; and
  - e. notify the Project Authority immediately of any security breaches; for example, any time an unauthorized individual accesses any Personal Information.
- 3.5.5 The Contractor, must not dispose of any Record, except as instructed by the Project Authority. On request by the Project Authority, or once the Work involving the Personal Information is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor will receive instruction to:
- return all Records (including all copies) to the Project Authority, OR
  - destroy all Records (including all copies) in a manner dictated by the Contracting Authority and provide a Certificate of Destruction to the Project Authority in a form prescribed by the Project Authority.
- 3.5.6 Before disclosing any of the Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Contractor must immediately notify the Project Authority, in order to provide the Project Authority with an opportunity to participate in any relevant proceedings.
- 3.5.7 Canada and the Contractor each agree to notify the other immediately if a complaint is received under the Access to Information Act or the Privacy Act or other relevant legislation regarding the Personal Information. Each Party agrees to provide any necessary information

to the other to assist in responding to the complaint and to inform the other immediately of the outcome of that complaint.

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

### **3.6 Insurance Requirements**

It is a condition, that prior to performance, throughout the duration, and for a period of one year after expiration of the Contract, the Contractor shall maintain in full force and effect a policy of comprehensive general liability insurance to include coverage for any negligence, malpractice and dental professional liability by its officers, servants, agents' representatives, that could arise in the performance or non performance of this Contract.

Proof of insurance coverage must be provided to the Project Authority prior to the Contract execution and annually throughout the duration of the Contract. Should any changes take effect to the insurance policy during the Contract period the Contractor must immediately inform the Project Authority or the designate.

Two insurance policies are required:

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

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

## **4. PROJECT SCHEDULE**

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

The Contractor's Dental Team must ensure provision of 1533 hours (219 days x 7.0 hours/day) of dental services per annum for the duration of the contract at the FNIDC. The Contractor may provide the required days of service through one dentist or multiple dentists. Time away from the clinic greater than four consecutive weeks in duration must be sub-contracted to ensure continuity of service at the clinic for clients.

## **5. APPLICABLE DOCUMENTS AND GLOSSARY**

### **5.1 Applicable Documents**

Radiation Protection in Dentistry, Safety Code 30

<https://www.canada.ca/en/health-canada/services/environmental-workplace-health/reports-publications/radiation/radiation-protection-dentistry-recommended-safety-procedures-use-dental-equipment-safety-code-30.html>

Radiation Protection Regulations

[https://laws.yukon.ca/cms/images/LEGISLATION/regs/oic1986\\_164G.pdf](https://laws.yukon.ca/cms/images/LEGISLATION/regs/oic1986_164G.pdf)

NIHB Program Dental Benefits Guide

<https://www.sac-isc.gc.ca/eng/1579538771806/1579538804799#a821>

NIHB Dental Benefit Grid

<https://nihb-ssna.express-scripts.ca/en/0205140506092019/04/0407>

NIHB Program Dental Claims Submission Kit

<https://nihb-ssna.express-scripts.ca/en/0205140506092019/04/0403>

NIHB Medical Transportation Policy

<https://www.sac-isc.gc.ca/eng/1579891130443/1579891286837>

[Operation Manual \(to be provided at the onset of the Contract\)](#)

## **5.2 Relevant Terms, Acronyms and Glossaries**

- FNIHB - First Nations and Inuit Health Branch
- NIHB - Non-Insured Health Benefits
- FNIDC - First Nations and Inuit Dental Clinic
- ESC - Express Scripts Canada
- ISC – Indigenous Services Canada
- SOW - Statement of Work
- Dental Team: Consists of a dentist(s), dental assistant(s) and dental receptionist(s) who will perform the duties specified in this Contract.
- Project Authority: Director of NIHB Program Northern Region (NR)
- Program Authority: Senior Program Officer, NIHB, NR
- Contracting Authority: Team Lead, Procurement, Material and Assets Management Division
- Contractor:
  - A dentist that fulfils the duties of both the Contractor and the dentist,
  - A dentist that fulfils the duties of both the Contractor and the dentist, but also sub-contracts some of the dentist duties to a dentist(s); or
  - A Contractor that sub-contracts all of the dentist duties to a dentist(s)

**ANNEX "B"**  
**BASIS OF PAYMENT**

*(Completed at contract award)*



ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat  
1000254655  
Security Classification / Classification de sécurité  
Unclassified

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

**PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE**

1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région  
First Nations & Inuit Health Branch, Department of Indigenous Services Canada, Non-Insured Health Benefits, Northern Region

2. Contract type / Type de contrat  
Non-Competitive / Non-compétitif  Competitive / Compétitif   
Type :

3. Brief Description of Work / Brève description du travail  
Services of a Contract Dentist and staff to work at the Indigenous Services Canada owned First Nations & Inuit Dental Clinic located in Whitehorse. To provide clinical dental services, with the scope of the Non-Insured Health Benefits Program to eligible First Nations & Inuit clients.

4. Contract Amount / Montant du contrat \$1,238,000 (estimate) Per Item & Lab Fee (p/s 1 to 3)

5. Contract Start and End date / Date de début et de fin du contrat September 1, 2024 to / au August 31, 2027

6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) : TBD

7. Will the supplier require / Le fournisseur aura-t-il :

7.1 access to PROTECTED and/or CLASSIFIED information or assets?  No / Non  Yes / Oui

7.2 an access card to AANDC premises?  No / Non  Yes / Oui

7.3 access to the departmental computer network?  No / Non  Yes / Oui

(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, aller à la Partie D)

**PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)**

PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS

8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises?  No / Non  Yes / Oui

Le fournisseur sera-t-il tenu de recevoir/stocker sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?

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

9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information?  No / Non  Yes / Oui

Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?

9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties?  No / Non  Yes / Oui

Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties?

If yes, specify: / Si oui, spécifiez :

a) Email transmission / Transmission par courriel électronique :  No / Non  Yes / Oui

b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :  No / Non  Yes / Oui

c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :  No / Non  Yes / Oui

9.3 Will the supplier be required to safeguard COMSEC\* information or assets?  No / Non  Yes / Oui

Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC\* ?

\* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télécoeur sécurisé)

10. SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	Please refer to question / Veuillez vous référer à la question :	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
Information Assets / Renseignements/Biens	7.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information Assets (off site) / Renseignements/Biens (hors site)	8	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information Assets (off site) / Renseignements/Biens TI (hors site)	9.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission - email / Transmission TI - courriel	9.2 a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission - other / Transmission TI - autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remote Access to Network / Connexion à distance au réseau	9.2 c)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PART C – PERSONNEL / PARTIE C – PERSONNEL**

11.1 Personnel Security Screening Level Required:  N/A / Non requis  Reliability / Fiabilité  Confidential / Confidential  Secret  Top Secret / Très secret

Niveau d'enquête de la sécurité du personnel requis :

11.2 May unscreened personnel be used for portions of work?  No / Non  Yes / Oui  N/A / Non requis

Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?



Contract Number / Numéro du contrat 100254655  Security Classification / Classification de sécurité Unclassified
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13. <del>Organization</del> Project <del>Authority</del> / Chargé de projet de l'organisme Name (print) – Nom (en lettres moulées) [ ] Title [ ] Signature [ ]			
Telephone No. – N° de téléphone [ ]	Facsimile No. - N° de télécopieur [ ]	E-mail address – Adresse courriel [ ]	Date [ ]
14. <del>Organization</del> Security <del>Authority</del> / Responsable de la sécurité de l'organisme Name (print) – Nom (en lettres moulées) [ ] Title [ ] Signature [ ]			
Telephone No. – N° de téléphone [ ]	Facsimile No. - N° de télécopieur [ ]	E-mail address – Adresse courriel [ ]	Date [ ]
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input type="checkbox"/> Non <input checked="" type="checkbox"/> Oui			
16. Procurement <del>Officer</del> / Agent d'approvisionnement Name (print) – Nom (en lettres moulées) [ ] Title [ ] Signature [ ]			
Telephone No. – N° de téléphone [ ]	Facsimile No. - N° de télécopieur [ ]	E-mail address – Adresse courriel [ ]	Date [ ]
17. Contracting Security <del>Authority</del> / Autorité contractante en matière de sécurité Name (print) – Nom (en lettres moulées) [ ] Title [ ] Signature [ ]			
Telephone No. – N° de téléphone [ ]	Facsimile No. - N° de télécopieur [ ]	E-mail address – Adresse courriel [ ]	Date [ ]

Security Classification / Classification de sécurité
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## ANNEX "D"

### Security Requirements Agreement

Company name: \_\_\_\_\_

Request for proposal: 1000254655

Contract: \_\_\_\_\_

#### 1. Physical Security Transportation and Safeguard Requirements

It is important to properly safeguard sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of **Sensitive** information.

##### 1.1 Physical Safeguards:

The Protected documents must be safeguarded in a locked security container with access restricted to the contractor only.

	<b>Protected A</b>	<b>Protected B</b>
<b>Container</b>	Key locked container	Dial lock container
<b>Facility</b>	Restricted access room within office/home	Restricted access room within office/home

##### **Definitions:**

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

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

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

##### 1.2 **Transportation**

###### 1.2.1 Transportation of Paper Records:

- **Protected** documents must be securely packaged in folders carried in an approved locked briefcase.
- Sensitive information must be kept under the constant control of the contractor, including during meals and during travel.
- While on contractor premises, portable media devices containing sensitive information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.

###### 1.2.2 Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Information is not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information. Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

### 1.2.3 Discussion:

- Sensitive information must never be read, displayed, discussed or used in public areas.
- Be careful about sensitive conversations in hotel conference rooms. Ensure everyone in the conference room has the proper security screening level, the need-to-know and that the door is closed.
- Do not use a wireless device to discuss sensitive matters. Use a wired telephone to discuss **Sensitive** matters.

## 2. IT Security Requirements

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

### 2.1 Electronic Storage

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

### 2.2 Electronic Possession, Transportation and Processing

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

- Computing devices used to process data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006>)  
Departmental data must be stored on a FIPS 140-2 or above certified removable media

device that is encrypted with AES 128 bit algorithm or higher (refer to <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm> for a list of certified devices); and

- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

### 2.3 Electronic Transmission of Departmental Data

Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) must be done as per the following approved method based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with CIRNAC/ISC's personnel. The use of electronic transmission methods other than those listed below is prohibited.

Classification Level	CIRNAC/ISC Approved Transmission Methods	Requirements
<b>Protected A</b>	Email	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC personnel via email as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password; and</li> <li>• Email server communication is protected with TLS encryption.</li> </ul>
	Fax	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The sending fax machine is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advise recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> <li>▪ The administrator user name and password must be changed from their default values;</li> <li>▪ The network name (SSID) has been changed from its default value; and</li> <li>▪ WPA2 encryption with an AES algorithm enabled and the</li> </ul>

		<p>passphrase meets the following complexity requirements:</p> <ul style="list-style-type: none"> <li>• Must be 8 characters or longer;</li> <li>• Have at least one upper case character;</li> <li>• Have at least one lower case character;</li> <li>• Have at least one numeric character; and</li> <li>• Have at least one allowed special character</li> </ul>
<p><b>Protected B</b></p>	<p>Encrypted and Digitally Signed eMail</p>	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC personnel via email as long as the messages and/or attachments are encrypted and the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password;</li> <li>• The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and</li> <li>• Entrust software is installed on the contractor's PC/laptop and utilized to encrypt the email using the following settings: <ul style="list-style-type: none"> <li>• One of the following encryption algorithms is used: <ul style="list-style-type: none"> <li>▪ 3DES-168 Bit or higher</li> <li>▪ AES-128 Bit or higher</li> </ul> </li> <li>• Digitally signed with one of the following algorithms: <ul style="list-style-type: none"> <li>▪ RSA (Rivest, Shamir, Adleman)</li> <li>▪ DSA (Digital Signature Algorithm)</li> <li>▪ ECDSA (Elliptic Curve Digital Signature Algorithm)</li> </ul> </li> <li>• One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> <li>• SHA-224</li> <li>• SHA-256</li> <li>• SHA-384</li> <li>• SHA-512</li> </ul> </li> </ul> </li> </ul>
	<p>Wireless Communications</p>	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> <li>▪ The administrator user name and password must be changed from their default values;</li> <li>▪ The network name (SSID) has been changed from its default value; and</li> <li>▪ WPA2 encryption with an AES algorithm enabled WPA2</li> </ul>

		<p>encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements:</p> <ul style="list-style-type: none"> <li>• Must be 12 characters or longer;</li> <li>• Have at least one upper case character;</li> <li>• Have at least one lower case character;</li> <li>• Have at least one numeric character; and</li> <li>• Have at least one allowed special character</li> </ul>
	CIRNAC/ISC Secure File Exchange Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC's Secure File Exchange service as long as following requirements are met:</p> <ul style="list-style-type: none"> <li>• A personally identifiable unique username and password is assigned to the user by CIRNAC/ISC; and</li> <li>• The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (<b>See annex 1 of security requirement agreement</b>)</li> </ul>
	CIRNAC/ISC Collaboration Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC's Collaboration service as long as following requirements are met:</p> <ul style="list-style-type: none"> <li>• A personally identifiable unique username and password is assigned to each user by CIRNAC/ISC.</li> </ul>
	Fax	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>•</li> <li>• The sending fax machines is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advises recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>

3. Inspection

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

4. Security Costs

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



## Annex 1

### Crown-Indigenous Relations and Northern Affairs Canada / Indigenous Services Canada (CIRNAC / ISC) Secure File Exchange Service

#### Acceptable Use Policy

You have been granted access to the Crown-Indigenous Relations and Northern Affairs Canada/ Indigenous Services (CIRNAC/ISC) Secure File Exchange Service. The purpose of this system is to facilitate sharing of information between CIRNAC/ISC and its business partners.

By using this system you acknowledge and agree to abide by the following terms and conditions:

- The service will **accommodate sensitive information up to, and including, Protected B**. Protected B information is defined as any information for which unauthorized release could cause serious injury to an individual, organization or government; prejudicial treatment; or loss of reputation or competitive edge.
- The system **will not** be used to share any information rated Protected C, Confidential, Secret or Top Secret.
- The CIRNAC/ISC Secure File Exchange Service is for authorized business use only.
- The service may be accessed by authorized participants only.
- Participants will protect and not share their credentials (user ID, password, etc.) with others or allow records of their credentials to be viewed by unauthorized individuals.
- Participants will protect and manage information obtained from the CIRNAC/ISC Secure File Exchange service to prevent disclosure to unauthorized individuals.
- Participants will access the service from personal or organizational workstations that are not intended for public use. This is intended to reduce the likelihood that user credentials or other sensitive information could be cached on the workstation and accessed by unauthorized individuals.
- Files shared via this service will remain available for a period of 48 hours only at which point the files will automatically be removed from the system.

## SECURITY AGREEMENT

I, \_\_\_\_\_ (Contractor) and authorized resources will fulfill the duties as contractor working under the contract \_\_\_\_\_, as set out below, to the best of our abilities.

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

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

Contractor:

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

SIGNATURE: \_\_\_\_\_

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

CIRNAC/ISC Project Authority:

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

SIGNATURE: \_\_\_\_\_

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