



Return Bids to :

Retourner Les Soumissions à :
Natural Resources Canada

**Natural Resources Canada
Bid Receiving Unit - Mailroom -
Loading Dock Access
588 Booth Street
Ottawa, ON K1A 0Y7**

Danielle.Gudbranson@Canada.ca

**Request for Proposal (RFP)
Demande de proposition (DDP)**

Proposal To: Natural Resources Canada
We hereby offer to sell to Her Majesty the Queen 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 à: Ressources Naturelles Canada
Nous offrons par la présente de vendre à Sa Majesté la Reine 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 – Commentaires

Issuing Office – Bureau de distribution

Finance and Procurement Management
Branch
Natural Resources Canada
580 Booth Street
Ottawa, Ontario
K1A 0E4

Title – Sujet	
Executive Director for Indigenous Advisory and Monitoring Committee	
Solicitation No. – No de l'invitation NRCan- 5000037078	Date February 16, 2018
Requisition Reference No. - N° de la demande 144635	
Solicitation Closes – L'invitation prend fin at – à 02:00 PM (Eastern Daylight Time (EDT)) on – le April 3, 2018	
Address Enquiries to: - Adresse toutes questions à: Danielle.Gudbranson@canada.ca	
Telephone No. – No de telephone	Fax No. – No. de Fax
(343)292-8327	(613)947-5477
Destination – of Goods and Services: Destination – des biens et services: NRCan – Indigenous Partnership Office – West (IPO-W) 504 Burrard Street Vancouver, British Columbia V6Z 0B9	
Security – Sécurité There are no security requirements associated with this procurement.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No.:- No. de téléphone: Facsimile No.:- No. de télécopieur:	
Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature _____	Date _____



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 5

1.1 INTRODUCTION.....5

1.2 SUMMARY5

1.3 DEBRIEFINGS6

PART 2 - BIDDER INSTRUCTIONS 7

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....7

2.2 SUBMISSION OF BIDS.....7

2.3 ENQUIRIES - BID SOLICITATION.....8

2.4 APPLICABLE LAWS.....8

2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD.....8

2.6 BIDDERS' CONFERENCE9

PART 3 - BID PREPARATION INSTRUCTIONS..... 10

3.1 BID PREPARATION INSTRUCTIONS10

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 12

4.1 EVALUATION PROCEDURES.....12

4.2 BASIS OF SELECTION.....13

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 14

PART 6 - SECURITY REQUIREMENTS..... 18

6.1 SECURITY REQUIREMENTS19

PART 7 - RESULTING CONTRACT CLAUSES 20

7.1 STATEMENT OF WORK OR REQUIREMENT20

7.2 STANDARD CLAUSES AND CONDITIONS.....20

7.3 SECURITY REQUIREMENTS21

7.4 TERM OF CONTRACT21

7.5 AUTHORITIES21

7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS22

7.7 PAYMENT22

7.8 INVOICING INSTRUCTIONS24

7.9 CERTIFICATIONS25

7.10 APPLICABLE LAWS.....25

7.11 PRIORITY OF DOCUMENTS25

7.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR)..... **ERROR! BOOKMARK NOT DEFINED.**

7.13 INSURANCE25

7.14 PROFESSIONAL SERVICES – GENERAL **ERROR! BOOKMARK NOT DEFINED.**

ANNEX “A” - STATEMENT OF WORK..... 28

ANNEX “B” - BASIS OF PAYMENT..... ERROR! BOOKMARK NOT DEFINED.



APPENDIX “A” - EVALUATION CRITERIA	35
APPENDIX “B” – FINANCIAL PROPOSAL FORM	43



The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment.

The Appendixes include the Evaluation Criteria and the Financial Proposal Form.

1.2 Summary

By means of the RFP, NRCan is seeking proposals from bidders for:

- 1.2.1 On behalf of the Indigenous Advisory and Monitoring Committee, Natural Resources Canada – Indigenous Project Office-West located in Vancouver British Columbia is seeking the services of an Executive Director with knowledge and experience and the ability to assist the IAMC in shaping its agenda, determining how the agenda can be best implemented and coordinate the various resources to deliver a work plan consistent with the IAMC priorities. Contract period will be for one (1) year with three (3) one year option periods that will be exercised at the IAMC and NRCan discretion.
- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- 1.2.3 “There is an optional bidders’ conference associated with this requirement Consult Part 2- Bidder Instructions.
- 1.2.4 “The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification.](#)”



1.3 Debriefings

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



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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCan”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8:**
- **Under Subsection 2 of Section 20:** Not applicable

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

- a. Due to the nature of this solicitation, bids submitted by facsimile or electronic mail will not be accepted. Bids must NOT be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority will not be considered.
- b. Bids must be delivered to the following location, by the time and date indicated below:
Natural Resources Canada
Bid Receiving Unit – Mailroom – Loading Dock Access
588 Booth Street
Ottawa, ON K1A 0Y7
ATTN: Danielle Gudbranson

At 02:00 PM on 2018-04-03 Time Zone: Eastern Daylight Time (EDT)
- c. Bid Receiving Unit Address is Solely for Delivery of Bids: The above address is for the sole purpose of bid submission. No other communications are to be forwarded to this address.

2) NOTE: WHEN SUBMITTING A BID TO THIS SOLICITATION AND USING A COURIER SERVICE, YOU ARE ADVISED TO WRITE THE BID SOLICITATION NUMBER, CLOSING DATE AND TIME ON THE FRONT OF THE COURIER PACKAGE; NOT JUST ON THE ENVELOPES WITHIN THE COURIER PACKAGE IN ORDER TO AVOID ANY UNCERTAINTY UPON BID RECEIPT.



2.2.1 Electronic transmission of proposals is permitted.

It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document:

Danielle.Gudbranson@canada.ca

IMPORTANT

Write the following information in object:

[NRCan-5000037078 - Executive Director for Indigenous Advisory and Monitoring Committee](#)

2.3 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.

2.4 Applicable Laws

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

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.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



2.6 Bidders' Conference

A bidders' teleconference will be held on 28 February 2018. The conference will begin at 12:30 PST.

Teleconference Call-In Instructions:

Dial: 1-855-470-7641

Enter Conference Code: 73432928297#

Enter Conference PIN: 9405#



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid one (1) hard copy and one (1) soft copy on USB

Section II: Financial Bid one (1) hard copy and one (1) soft copy on USB in **a separate file and document**

Section III: Certifications one (1) hard copy **OR one (1)** electronic copy on USB

Prices should appear in the financial bid only. No prices should be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.



Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix "B". The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5 – Certifications.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a) Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b) An evaluation team composed of representatives of Canada and members of the Indigenous Advisory & Monitoring Committee will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c) In addition to any other time periods established in the bid solicitation :
 - i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. verify any or all information provided by the Bidder in its bid; or
 - B. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,The Bidder must provide the information requested by Canada within one working day of a request by the Contracting Authority.
 - iv. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.1.1 Technical Evaluation

- a. **Mandatory Technical Criteria :**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Appendix Bid Evaluation Criteria.
- b. **Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Appendix- Bid Evaluation Criteria.



4.1.2 Financial Evaluation

Unless otherwise specified in the RFP, the financial evaluation will be conducted by evaluating the Total Bid Price using the Pricing Tables completed by the Bidders. The Bidder must provide firm, all inclusive, per diem rates for the proposed resource in accordance with the bid solicitation, which may include an initial contract period and option periods.

Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit (80%) and Price (20%)

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
 - c. obtain the required minimum of 103 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 150 points.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by an 80/20 ratio of technical merit and price, respectively. The total available points equal 72 and the lowest evaluated price is \$45,000 (45).

In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Appendix B- Bid Evaluation Criteria will be recommended for award of a contract.

Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		63/72	47/72	55/72
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$63/72 \times 80 = 70$	$47/72 \times 80 = 52.22$	$55/72 \times 80 = 61.11$
	Pricing Score	$45/55 \times 20 = 16.36$	$45/50 \times 20 = 18$	$45/45 \times 20 = 20.00$
Combined Rating		86.36	70.22	81.11
Overall Rating		1st	3rd	2nd



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. 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 Declaration of Convicted Offences

In accordance with 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 with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Criminal Record Check

5.2.2 Integrity Provisions – List of Names

In accordance with 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 with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: _____

OR



Name of each member of the joint venture:

Member 1: _____
 Member 2: _____
 Member 3: _____
 Member 4: _____

Identification of the administrators/owners:

SURNAME	NAME	TITLE

5.2.3 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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.

5.2.4 Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the



Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.2.5 Education and Experience

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

5.2.6 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: 2012-2](#) 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.

Professional fees	Amount
_____	_____
_____	_____

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

5.2.7 Aboriginal Designation

Who is eligible?



a) An Aboriginal business, which can be:

- i. a band as defined by the Indian Act
- ii. a sole proprietorship
- iii. a limited company
- iv. a co-operative
- v. a partnership
- vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

- Our Company is NOT an Aboriginal Firm, as identified above.
- Our Company is an Aboriginal Firm, as identified above. The supplier must complete the certificate in the appropriate clause below.

SACC Manual clauses [A3000T](#), [A3001T](#), [M3030T](#), [M9030T](#), [S3035T](#) and [S3036T](#) contain a certification that suppliers must complete and submit with their bid/offer/arrangement. Failure by suppliers to submit this completed certification form with their bids/offers/arrangements will render the bid/offer/arrangement non-responsive.

PRICE CERTIFICATION

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favored customer, for the like quality and quantity of the goods, services or both. The Contractor certifies that the price quoted in this Proposal does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity, and does not include any provision for discounts to selling agents.

The Bidder certifies having read and understood the information above and acknowledges receipt.

Signature of Authorized Representative

Date

Name



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this procurement.



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

[TO BE INSERTED AT CONTRACT AWARD] The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____. *(to be completed at contract award)*

7.2 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.

7.2.1 General Conditions

2035 (2016-04-04), General Conditions – Higher Complexity - Services, apply to and form part of the Contract.

- As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, unless already present, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
 5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
- a. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.



7.3 Security Requirements

7.3.1 There is no security requirement applicable to this Contract.

7.4 Term of Contract

- a. Contract Period : The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
 - i. The "Initial Contract Period", which begins on the date the Contract is awarded and ends **TO BE COMPLETED AT CONTRACT AWARD** ; and
 - ii. the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. Option to Extend the Contract :
 - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three additional 12-month period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii. 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 formal contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Danielle Gudbranson
Title: [Procurement Team Leader](#)
Organization: Natural Resources Canada
Address: [580 Booth Street, Ottawa, Ontario, K1A 0E4](#)
Telephone: (343)292-8327
Facsimile: (613)947-5477
E-mail address: Danielle.Gudbranson@canada.ca

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

7.5.2 Project Authority *(to be provided at contract award)*

The Project Authority for the Contract is:

Name:
Title:
Organization:
Address:



Telephone:
Facsimile:
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work 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.

7.5.3 Contractor's Representative (*to be provided at contract award*)

Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail address

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment – Firm Daily Per Diem Rate

- i. Professional Services: For the provision of professional services the Contractor will be paid for actual time worked, in accordance with the firm all-inclusive per diem rates set out in Annex "X", Basis of Payment, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday

Estimated Cost: **[\$TBD]**

- ii. Pre-Authorized Travel and Living Expenses :
 - A. For the requirements to travel described in the Statement of Work the Contractor will be reimbursed its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". All travel must have the prior authorization of the Project Authority. Travel requests will only be considered for a work location which is located more than 100 kilometers from either Vancouver British Columbia or Calgary Alberta.
 - B. Canada will not accept any travel and living expenses for any relocation of resources required to satisfy the terms of the Contract.



All payments are subject to government audit.

Estimated Cost: **[\$TBD]**

iii. **Applicable Taxes:**

Estimated Cost: **[\$TBD]**

- iv. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- v. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

b. Limitation of Expenditure

- vi. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties included and applicable taxes are extra.
- vii. 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.
- viii. 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 when:
 - A. It is 75 percent committed, or
 - B. 4 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.
- ix. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.



7.7.2 Method of Payment

Monthly Payment

- c. Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if :
 - i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - ii. all such documents have been verified by Canada;
 - iii. the Work performed has been accepted by Canada.

- d. Time Verification

Time charged and the accuracy of the Contractor’s time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada’s request.

7.8 Invoicing Instructions

Invoices shall be submitted using **one of the following methods:**

<p><u>E-mail:</u></p> <p>nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca</p> <p>Note: Attach “PDF” file. No other formats will be accepted</p>
OR
<p><u>Fax:</u></p> <p>Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987</p> <p>Note: Use highest quality settings available.</p>

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor’s own form and shall bear the following reference numbers: Contract number: **TBD**

Invoicing Instructions to suppliers: <http://www.nrcan.gc.ca/procurement/3485>



7.9 Certifications

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.10 Applicable Laws

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

7.11 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 general conditions 2035 (2016-04-04);
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*), as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

SACC Manual clause A2000C (_____) (insert date) Foreign Nationals (Canadian Contractor)

Note to Bidders: Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.

7.12 [APPLIES IF REQUIRED] FOREIGN NATIONALS (FOREIGN CONTRACTOR)

SACC Manual clause A2001C (_____) (insert date) Foreign Nationals (Foreign Contractor)



7.13 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.14 Professional Services – General

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (1) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (2) (a) above, or require another replacement in accordance with this sub article (c).

Where an Excusable Delay applies, Canada may require (c) (2) (b) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource



unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.



ANNEX “A” - STATEMENT OF WORK

EXECUTIVE DIRECTOR – INDIGENOUS ADVISORY AND MONITORING COMMITTEE (IAMC) FOR THE TRANSMOUNTAIN PIPELINE EXPANSION PROJECT (TMX)

SW 1.0 BACKGROUND

The Indigenous Advisory and Monitoring Committee (IAMC or, “the Committee”) brings together Indigenous and federal government representatives to provide advice to regulators and to monitor the Trans Mountain Pipeline Expansion (TMX) project and existing pipeline. The Committee is guided by and advances relevant principles from the UN Declaration on the Rights of Indigenous Peoples (UNDRIP), the Truth and Reconciliation Commission of Canada, and ensures that the principles of treaty and nation to nation relationships are incorporated and recognized.

The Committee includes 13 Indigenous representatives, selected from 117 impacted communities along the TMX pipeline corridor and marine shipping lanes, and 5 senior representatives from federal government whose departments are involved in the TMX project, as well as a senior representative from the National Energy Board. Members have a shared goal of safety and protection of environmental and Indigenous interests.

Indigenous leaders from BC and Alberta have expressed support for the establishment of the Committee to provide collaborative, inclusive and meaningful Indigenous involvement in the review and monitoring of the environmental, safety and socio-economic issues related to TMX activities over the project’s lifecycle. Indigenous and federal government representatives co-developed the Committee’s Terms of Reference (TOR), which the Minister of Natural Resources and the Chair of the NEB endorsed on July 17, 2017.

The establishment of the Committee through a co-development process demonstrates the Government of Canada’s commitment to building a renewed nation to nation relationship with Indigenous peoples based on recognition, rights, respect, co-operation, and partnership. Participation in the IAMC-TMX by an Indigenous community does not mean that a community supports or opposes TMX, nor does it change the government’s duty to consult.

SW 2.0 Objectives

Reporting to the Indigenous Advisory and Monitoring Committee (IAMC) Co-chairs, the Executive Director will work closely with members of Natural Resource’s Canada Indigenous Partnerships Office - West, the Committee and its subcommittees, Indigenous Caucus staff, Secretariat staff, NEB staff and others, to advance the shared goal of improving the safety of the project in order to protect the environment and Indigenous interests. The Executive Director will be responsible for assisting the Committee in shaping its agenda, determining how it can best be implemented, and coordinating the various resources available to deliver on work plans consistent with Committee priorities.

This senior leadership role requires exceptional analytical and engagement skills, with an appreciation for the diverse interests of the Committee (Indigenous and government), and an ability to identify strategic opportunities to meaningfully advance common goals and interests.



SW 3.0 Executive Director's Role and Responsibilities

Specific responsibilities of the Executive Director include:

- 3.1 Provide strategic guidance, and agenda-setting and planning support, to the Committee or subcommittees, to advance Committee goals and objectives (IAMC-TMX Terms of Reference);
- 3.2 Oversee and review the development of documentation that supports Committee or sub-Committee initiatives, to advance Committee goals and objectives (IAMC-TMX Terms of Reference);
- 3.3 Oversee the implementation of strategic initiatives approved by the Committee or subcommittees, to advance Committee goals and objectives (IAMC-TMX Terms of Reference);
- 3.4 Identify opportunities for collaboration amongst diverse groups to maximize the participation of key stakeholders in IAMC activities and advance Committee goals and objectives (IAMC-TMX Terms of Reference);
- 3.5 Liaise with Indigenous leaders, government representatives and industry to build and maintain strong working relationships;
- 3.6 Ensure the work undertaken by subcommittees, contractors and third party projects are complementary and coordinated with Committee goals and objectives (IAMC-TMX Terms of Reference);
- 3.7 Represent the Committee in various fora.

SW 4.0 Executive Director's Obligations

In addition to the roles and responsibilities outlined in Section 4 of this Statement of Work, the Executive Director shall:

- 4.1 attend all IAMC meetings in person;
- 4.2 participate, via teleconference, in subcommittee meetings, upon the request of a Subcommittee Chair;
- 4.3 maintain all documentation in a secure area;
- 4.4 keep all documents and proprietary information confidential;
- 4.5 return all materials belonging to NRCan upon completion of the Contract;
- 4.6 provide all reports electronically, in MS Office format, to the Project Authority;
- 4.7 not exceed 2080 hours of work (approx. 40 hours per week) without approval of the Project Authority;
- 4.8 oblige by the following: NRCAN is not responsible for additional hours of work conducted by the Contractor that have not been approved by the Project Authority;
- 4.9 communicate, in writing, when 1560 hours of work (75% of total hours) have been completed.

SW5.0 NRCan's Obligations



-
- 5.1 Provide access to IAMC TMX information, policies and procedures, publications, reports, studies, etc., as needed.
 - 5.2 NRCan will advise within five (5) calendar days on when the Contractor is required to attend an IAMC Committee meeting.
 - 5.3 NRCan will advise within two (2) calendar days on when the Contractor is required to participate in a teleconference with an IAMC subcommittee meeting.
 - 5.4 NRCan will advise immediately if a meeting has been cancelled, reschedule or location has been moved.
 - 5.5 Determine if additional hours will be required to fulfil roles and responsibilities outlined in Section 4 of this Statement of Work and notify the Contractor via an amendment to this Contract.

SW.7.0 Location of Work

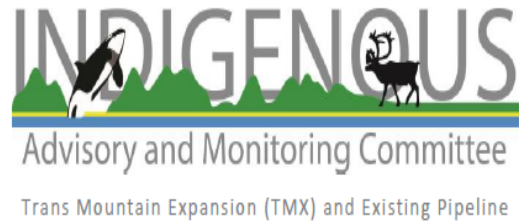
Majority of the Work will be completed at the Contractor's place of business.

SW.8.0 Travel

- 8.1 Travel will be required within British Columbia and Alberta. Any other travel outside these areas will require Project Authority approval.
- 8.2 Only travel outside of either Vancouver, British Columbia or Calgary, Alberta will be reimbursed
- 8.3 Travel arrangement will be the responsibility of the Contractor.

8.3.1 Travel reimbursement will be provided based on the terms and conditions in the Appendix "B" Basis of Payment; and

Reimbursement will be provided based on invoices submitted with in the Contractor's invoice



Draft IAMC Meeting Schedule

March 2018 – March 2019

Please note that all IAMC meetings take place over two full days (15 working hours). The following draft meeting schedule is provided for bidding purposes only and is subject to change.

Date	Location
March 2018	Chilliwack, BC
April 2018	Merritt, BC
May 2018	Calgary, Alberta
June 2018	Ucluelet, BC
July 2018	Edmonton, Alberta
August 2018	Victoria, BC
September 2018	Calgary, Alberta
October 2018	Edmonton, Alberta
November 2018	Victoria, BC
December 2018	Vancouver, BC
January 2019	Edmonton, Alberta
February 2019	Victoria, BC
March 2019	Calgary, Alberta



SW 10.0 – Background Information – Briefing Note



Trans Mountain Expansion (TMX) and Existing Pipeline

BRIEFING NOTE

January 2018

Purpose

The purpose of this “two-pager” is to brief you on the work-to-date in the short history of the Indigenous Advisory and Monitoring Committee.

Co-Developing the Indigenous Advisory and Monitoring Committee

- The work to create the Indigenous Advisory and Monitoring Committee (IAMC) for the Trans Mountain Expansion (TMX) began with a letter, in June 2016, from Chiefs Ernie Crey (Cheam) and Aaron Sam Sumexheltza (Lower Nicola) to Prime Minister Trudeau and the Premiers of BC and Alberta. In response, the federal government asked Indigenous communities for their input on this idea. When the Prime Minister approved the TMX project, he announced his support for the co-development of a committee.
- IAMC was co-developed over six months by the Working Group made up of representatives from the federal government, National Energy Board and Indigenous communities. Kinder Morgan did not participate in the creation of the IAMC, nor do they fund this committee.
- During the co-development process, two line-wide workshops and eight regional meetings were held, along with other meetings and teleconferences, to seek input from Indigenous groups along the route on the Terms of Reference and enable Indigenous groups to select members for the IAMC.
- There was substantial support for the TOR by Indigenous groups along the TMX corridor and shipping lanes as the recommended draft to be presented to the federal government, and as a document that will continue to adapt and evolve.
- Selection of Members of the Indigenous Caucus of the IAMC took place at the Regional Meetings. Nominations were open until each nominee had an opportunity to speak. Some Members were voted in, others acclaimed. Where there was a vote, the ballots were tallied by independent consultants (and will be kept on file).
- On July 17, 2017, the Honourable Jim Carr, Canada’s Minister of Natural Resources, and Peter Watson, CEO of the National Energy Board, approved the Terms of Reference and the establishment of the IAMC and the Secretariat to support it.



INDIGENOUS



Advisory and Monitoring Committee

Trans Mountain Expansion (TMX) and Existing Pipeline

IAMC: The Work Begins

- On August 2, 2017, at the first IAMC meeting Chief Ernie Crey (Cheam) and Naina Sloan (Natural Resources Canada) were selected as the Co-chairs of the newly-established Indigenous Advisory and Monitoring Committee (IAMC).
- Construction at the Westridge Terminal began this fall, and pipeline construction may begin early in the new year. "We have established our subcommittees, and we're organizing our internal operations and support," said Chief Ernie Crey.

IAMC Subcommittees:

- Subcommittees will focus on specific issues or regional concerns. There are four subcommittees: Indigenous Monitoring; Engagement; Marine Shipping; and Socioeconomic Impacts. Each is developing a work plan and a budget.
- "We'll be counting on the expertise of those working in the subcommittees," said IAMC member Ray Cardinal. IAMC members will nominate subject matter experts to participate on the subcommittees.

Support for the Committee and Communities:

- The Government of Canada committed \$64.7 million over five years to support the IAMC. Of this, \$42 million in program funding will enable the committee to monitor the TMX project. It can also support engagement and communications; training and capacity; and research, data gathering and technical reviews.
- "We're developing policies and procedures to ensure that these resources are available to address the priorities identified by communities," said Naina Sloan. "All of us at IAMC are committed to this."

Contact Us:



iamc-tmx.com



nrcan.tmxcommittee-comitetmx.rncan@canada.ca



[Indigenous Advisory and Monitoring Committee – TMX](#)



[@iamc_tmx](#)

The Indigenous Advisory and Monitoring Committee (IAMC) brings together 13 Indigenous and six senior federal representatives to provide advice to regulators, and to monitor the Trans Mountain Expansion Project (TMX) and existing pipeline. Members have a shared goal of safety and protection of environmental and Indigenous interests in the lands and waters. Participation by an Indigenous community does not mean that it supports or opposes the project, nor does it change the government's duty to consult.

For more input, info, or to join our contact list, email us at nrcan.tmxcommittee-comitetmx.rncan@canada.ca



SOW – 11.0 – BACKGROUND INFORMATION - TMX Membership

Indigenous Advisory and Monitoring Committee Members - TMX
(AS OF DECEMBER 19, 2017)

INTERIM INDIGENOUS MEMBERS	Vancouver Island – Western Approach	Kristine Pearson
	Vancouver Island – South	Chief Russell Chipps
	Vancouver Island – Southeast	Caitlin Kenny
	Burrard Inlet/Lower Fraser	Carleen Thomas
	Fraser Valley	Chief Ernie Crey
	Mid-Fraser / Thompson	Chief Marcel Shackelly
	BC Interior	Vacant
	Okanagan	Chief Harvey McLeod
	Alberta First Nations	Ray Cardinal Norine Saddleback Michelle Wilsdon
	BC Métis	Vacant
Alberta Métis	Tracy Friedel	
FEDERAL GOVERNMENT MEMBERS	Natural Resources Canada	Naina Sloan
	National Energy Board	Brian Chambers
	Transport Canada	Ian Chatwell
	Fisheries and Oceans Canada	Diana Trager
	Canadian Coast Guard	David Heap
	Environment and Climate Change Canada	Barry Jeffrey



ANNEX "B" – BASIS OF PAYMENT
(TO BE COMPLETED AT CONTRACT AWARD)



APPENDIX "A" - EVALUATION CRITERIA

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan's assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

A1 MANDATORY TECHNICAL CRITERIA

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Bidders are advised to address each criterion in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond to the mandatory criteria may be excluded from further considerations. The proposal should address each of the criteria in the order in which they appear.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	Bidder must have at least 8 years of total experience, with at least: a) 3 years of experience providing senior leadership to an Indigenous organization(s) and/or government, and; b) 5 years of experience in a related sector (Indigenous/Aboriginal affairs and/or natural resource management).		
M2	Bidder must provide a detailed resume, which includes all work experience, training and relevant knowledge.		
M3	Bidder must provide two professional reference letters from organizations to which they provided senior leadership.		
M4	Bidder must provide three (3) project summaries describing strategic planning initiatives they led with Indigenous communities or organizations in BC or Alberta.		
M5	The proposed resource must accept and be available to be interviewed.		



1.2 EVALUATION OF RATED CRITERIA

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Proposals must achieve the stated minimum points required overall for the rated criteria to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.

Proposals will be evaluated based on the following criteria:

Criterion ID	Point Rated Technical Criteria	Maximum Points	Proposal Page #
R1	<p><u>Understanding of IAMC-TMX Guiding Principles</u></p> <p>Bidder's understanding of the guiding principles of the IAMC-TMX. A basic response consists of an analysis that demonstrates a basic understanding of Indigenous and Government perspectives on the principles and commitments listed below. For a Proposal to receive higher marks, a Bidder would need to demonstrate a deep understanding of Indigenous and Government perspectives on each of the principles and commitments.</p> <p>Deep understanding: demonstrates understanding of commonalities and key differences among the perspectives held by Indigenous groups and government on the relevant principles and commitments.</p> <p>Principles and commitments:</p> <ul style="list-style-type: none"> a) s. 35 of the <i>Constitution Act, 1982</i>, which recognize and affirms the existing Aboriginal and treaty rights of the Aboriginal Peoples of Canada; b) principles of the United Nations Declaration on the Rights of Indigenous Peoples, and; c) Truth and Reconciliation Commission of Canada's "94 calls to action." <p>Information to be submitted includes, but is not limited to:</p> <p>1.1 a narrative (please limit to 2500 words max.) describing the Bidder's understanding of the IAMC-TMX (the Committee), its goals, objectives and guiding principles, and how these relate to the UNDRIP, TRC and section 35 of the <i>Constitution Act</i> (Aboriginal and treaty rights).</p> <p>Evaluation Approach: see R1 Evaluation Grid below.</p>	20	
R2	<u>Personal Experience</u>	/22	



	<p>The Bidder's experience providing senior leadership to Indigenous communities or organizations in BC or Alberta <u>and</u> federal or provincial government.</p> <p>Information to be submitted includes, but is not limited to: A detailed resume, which includes all work experience, outcomes achieved in past roles and other relevant training and knowledge. Evaluation will be based on:</p> <p>2.1 total years of experience in a senior leadership role (6 points max.);</p> <p>One point per year to a maximum of 6 years.</p> <p>2.2 experience leading strategic initiatives with BC and/or Alberta Indigenous communities or organizations (4 points max.);</p> <ul style="list-style-type: none"> - some experience with BC <u>and</u> Alberta Indigenous communities (4 points) - some experience with BC <u>or</u> Alberta Indigenous communities (2 points) - no experience with BC or Alberta Indigenous communities (0 points) <p>2.3 experience working with federal or provincial government (4 points max.);</p> <ul style="list-style-type: none"> - experience working in a federal or provincial government department involved in natural resource sector (4 points) - experience working in a federal or provincial government department that is not involved in natural resource sector (2 points) - no federal or provincial government experience (0 points) <p>2.4 experience leading strategic planning initiatives of similar scope (4 points max.);</p> <ul style="list-style-type: none"> - some experience leading infrastructure construction projects <u>within</u> the energy sector (4 points). - some experience leading natural resource development projects <u>outside</u> of the energy sector (2 points). - no experience leading relevant projects (0 points). <p>2.5 experience leading complex, multi-community and/or multi-stakeholder projects (4 points max.);</p> <ul style="list-style-type: none"> - experience leading three (3) or more relevant projects (4 points). - experience leading one (1) or two (2) relevant projects (2 points). - no experience leading relevant projects (0 points). 		
R3	<p><u>Expertise in Consensus Building</u></p> <p>3.1 Evaluate the Bidder's demonstrated ability to build consensus and advance shared goals amongst diverse groups (10 points per project summary to a max. of 30 points)</p> <p>Information to be submitted includes, but is not limited to:</p> <p>Three (3) written project summaries describing strategic planning initiatives the Bidder led with Indigenous communities or organizations in BC or Alberta. Project summaries should clearly demonstrate the</p>	/30	



	<p>Bidder's ability to build consensus and advance shared goals amongst diverse groups, including elected and appointed officials (Indigenous and non-Indigenous), community groups, or industry stakeholders.</p> <p>Each written project summary should clearly indicate (maximum 1000 words per summary):</p> <ul style="list-style-type: none"> a) name of the strategic planning initiative; b) Indigenous communities or organizations involved; c) province in which the Indigenous community or organization is located; d) start and end dates of the initiative; e) Bidder's role on the initiative; f) brief description of the initiative, highlighting challenges and how these were addressed, and relevance of the experience to the bidder's potential role as the IAMC's Executive Director. <p>Evaluation Approach: see R3 Evaluation Grid below.</p>		
R4	<p>Interviews will be held to assess the proposed resource's ability to communicate. During the interview, the resource will be evaluated on his/her ability to answer questions with clarity and conciseness.</p> <p>Interview questions will test :</p> <p>Understanding of the IAMC (15 pts); Understanding of UNDRIP, TRC and Aboriginal and Treaty Rights (15 pts); Ability to communicate effectively under pressure (10 pts); Ability to think analytically to solve problems (10 pts).</p>	50	
Points for Mandatory Technical Evaluation Criteria		28	
Points for Technical Evaluation Criteria subject to Point Rating		122	
Total Points Available		150	
Minimum Total Score (60%)		90	



Evaluation grid for R1 – Understanding of IAMC-TMX Guiding Principles	
Excellent (18 to 20 points)	The Bidder's response demonstrates a <i>deep understanding</i> of Indigenous and Government perspectives on <i>all</i> of the principles and commitments listed in R1. Deep understanding: understanding of commonalities and key differences among the perspectives held by Indigenous groups and government on the relevant principles and commitments.
Very good (15 to 17 points)	The Bidder's response demonstrates an <i>basic understanding</i> of Indigenous and Government perspectives on <i>all</i> of the principles and commitments listed above.
Good (12 to 14 points)	The Bidder's response demonstrates an <i>basic understanding</i> of Indigenous and Government perspectives on <i>some</i> of the principles and commitments listed above.
Inadequate (8 to 11 points)	The Bidder's response does not demonstrate an <i>understanding</i> of Indigenous and Government perspectives on <i>some</i> of the principles and commitments listed above.
Unsatisfactory (1 to 7 points)	The Bidder's response <i>does not</i> demonstrate a basic understanding of Indigenous and Government perspectives on the principles and commitments listed above.
No response (0 points)	The Bidder does not address the criterion.

Evaluation grid for R3 – Expertise in Consensus Building	
Excellent (11 to 12 points)	The Bidder's response demonstrates an exceptional ability to build consensus and advance shared goals amongst diverse groups.
Very good (9 to 10 points)	The Bidder's response demonstrates a good ability to build consensus and advance shared goals amongst diverse groups.
Good (7 to 8 points)	The Bidder's response demonstrates some ability to build consensus and advance shared goals amongst diverse groups.
Inadequate (4 to 6 points)	



Unsatisfactory (1 to 5 points)	The Bidder's response demonstrates an inadequate ability to build consensus and advance shared goals amongst diverse groups.
No response (0 points)	The Bidder does not address the criterion.



APPENDIX “B” – FINANCIAL PROPOSAL FORM

1. Professional Fees

Firm Per Diem Rate(s) (also known as daily rate)

The Firm Per Diem Rate(s) is based on 7.5 hours (seven hours and 30 minutes) exclusive of meal breaks with no provision for annual leave, statutory holidays and sick leave. *For work performed for a duration of more or less than one (1) day, the daily rate will be prorated accordingly to cover actual time worked.*

The Per Diem Rate(s) is ‘all inclusive’ except for travel expenses on project business outside Vancouver Region (that is pre-approved by the NRCan Project Authority), and GST/HST. Charges for expenses which are normally incurred in the provision of services, such as labour for conducting negotiations and providing estimates, resolving contract disputes, tracking time sheets, monthly invoicing, facsimile, copying/printing charges, office supplies, computer hardware and software charges, courier, long distance telephone charges, travel from a personal residence to the NRCan site in the Vancouver Region, local travel and the like, must be included in the rates and will not be permitted as additional charges to the contract.

In respect of the “Estimated Level of Effort” listed above in (C*) the estimated number of days is for evaluation purposes only during the solicitation process and does not represent a commitment of the future usage.

Contract Period			
A	B	C	D (BxC)
Category of Personnel	Firm daily rates	Level of Effort	Total estimate Costs for Professional Fees
Executive Director	\$	280	\$
A- Estimated Total Price –Firm Per-Diem Rate :			\$

Option Period 1			
A	B	C	D (BxC)
Category of Personnel	Firm daily rates	Level of Effort	Total estimate Costs for Professional Fees
Executive Director	\$	280	\$
B- Estimated Total Price – Firm Per-Diem Rate :			\$



Option Period 2			
A	B	C	D (BxC)
Category of Personnel	Firm daily rates	Level of Effort	Total estimate Costs for Professional Fees
Executive Director	\$	280	\$
C- Estimated Total Price – Firm Per-Diem Rate :			\$

Option Period 3			
A	B	C	D (BxC)
Category of Personnel	Firm daily rates	Level of Effort	Total estimate Costs for Professional Fees
Executive Director	\$	280	\$
D- Estimated Total Price – Firm Per-Diem Rate :			\$

**** FOR ANY ERRORS IN THE CALCULATION, THE PER DIEM RATE SCHEDULE WILL BE UPHELD.**

Any estimated level of effort specified in the Pricing Details detailed above is provided for financial proposal evaluation purposes only. It is only an approximation of the requirements and is not to be considered as a contract guarantee nor as a commitment by NRCan to respect those estimated in any resulting contract.



2. Bid Price

A - Total Price – Initial Contract Year	\$ _____
B – Total Price – Option Year 1	\$ _____
C – Total Price – Option Year 2	\$ _____
D– Total Price – Option Year 2	\$ _____
A + B + C + D = Total Tendered Price for financial proposal evaluation (taxes extra) :	\$ _____