



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 INTRODUCTION.....4

1.2 SUMMARY4

1.3 DEBRIEFINGS5

PART 2 - BIDDER INSTRUCTIONS 6

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS6

2.2 SUBMISSION OF BIDS.....6

2.3 ENQUIRIES - BID SOLICITATION.....7

2.4 APPLICABLE LAWS.....7

2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD.....7

PART 3 - BID PREPARATION INSTRUCTIONS..... 9

3.1 BID PREPARATION INSTRUCTIONS9

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 10

4.1 EVALUATION PROCEDURES.....10

4.2 BASIS OF SELECTION.....11

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION 10

PART 6 - SECURITY REQUIREMENTS..... 18

6.1 Non-applicable. SECURITY REQUIREMENTS.....18

PART 7 - RESULTING CONTRACT CLAUSES 19

7.1 STATEMENT OF WORK.....19

7.2 STANDARD CLAUSES AND CONDITIONS.....20

7.3 DISPUTE RESOLUTION.....21

7.4 SECURITY REQUIREMENTS22

7.5 TERM OF CONTRACT22

7.6 COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs).....22

7.7 AUTHORITIES22

7.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS22

7.9 PAYMENT23

7.10 INVOICING INSTRUCTIONS25

7.11 CERTIFICATIONS25

7.12 APPLICABLE LAWS.....27

7.13 PRIORITY OF DOCUMENTS27

7.14 FOREIGN NATIONALS (CANADIAN CONTRACTOR)27

7.15 INSURANCE27

7.15 INSURANCE REQUIREMENTS27

7.16 CONTRACT ADMINISTRATION27

ANNEX A - STATEMENT OF WORK 29

ANNEX B - BASIS OF PAYMENT 34



ANNEX C - TO PART 5 CERTIFICATIONS - BID SOLICITATION 36

ANNEX D - TASK AUTHORIZATION FORM 37

APPENDIX 1 - EVALUATION CRITERIA..... 40

APPENDIX 2 – FINANCIAL PROPOSAL FORM..... 49

The Articles contains 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, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification, and the Task Authorization Form.

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

1.2 Summary

- 1.2.1 On behalf of the Indigenous Advisory and Monitoring Committee, Natural Resources Canada – Indigenous Partnerships Office-West located in Vancouver, British Columbia is seeking the provision of facilitation services on an as and when requested basis, in support of event requirements for the Indigenous Advisory and Monitoring Committee (IAMC) for the Trans Mountain Expansion (TMX) pipeline.

The Contractor's facilitator resource will be required to plan, coordinate and facilitate all information at engagement events on various topics that support the Committee's commitments as outlined in its Terms of Reference.

The Contractor's proposed Facilitator resource must be Aboriginal.

There are travel requirements associated with this contract. The facilitator must be available to travel to event locations as requested. The delivery of facilitation services will be required on-site multiple locations in British Columbia and Alberta, depending on the requirements of the task (to be determined). Travel will be identified in each Task Authorization (TA).

All work will be completed on an as and when requested basis, issued through task authorizations.

Contractor asset qualifications include facilitation experience working with Indigenous communities or organizations in British Columbia or Alberta.



- 1.2.2 This bid solicitation is intended to result in the award of one contract from date of Contract to March 29, 2019 including three (3) irrevocable one-year option periods allowing Canada to extend the term of the contract to March 31, 2022.
- 1.2.3 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), and the Canadian Free Trade Agreement (CFTA)."
- 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.](#)"
- 1.2.5 This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract."

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

It is the Bidders responsibility to ensure that proposals are delivered to the following location, by the time and date indicated on page 1 of this RFP document:

Natural Resources Canada
Bid Receiving Unit – Loading Dock Access - Mailroom
588 Booth Street, Room 108
Ottawa, Ontario K1A 0Y7
Attention: Stephanie Sehn

By 02:00 PM on 2018-05-28 Time Zone: Eastern Standard Time (EST)

It is requested that the Bidder’s name, return address, Request for Proposal Number, and Bid Closing Date appear legibly on the outside of the envelope containing the Bidder’s proposal. Failure to do so may result in bids being misdirected.

NRCan will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the proposal is delivered to the location above. Not complying with the above instructions may result in NRCan’s inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.



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:

stephanie.sehn@canada.ca

IMPORTANT

Write the following information in object:

NRCan-5000038861 - Facilitator - 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 ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



2.6 Basis for Canada's Ownership of Intellectual Property

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.



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 a memory stick (USB).
Section II: **Financial Bid** one (1) hard copy and one (1) soft copy on a memory stick (USB) in a separate file and document.
Section III: **Certifications** one (1) hard copy and one (1) soft copy on a memory stick (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 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 2**. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



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 1- 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

Only those bids that are deemed to be responsive (compliant) will be evaluated under the 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 90 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 150 points.
2. Bids not meeting (a) or (b) or (c) 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 80 % for the technical merit and 20% 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 80 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20 %.
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.
8. 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 1 – Evaluation Criteria 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 80/20 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)			
	Bidder 1	Bidder 2	Bidder 3



Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 80 = 68.15$	$89/135 \times 80 = 52.74$	$92/135 \times 80 = 54.52$
	Pricing Score	$45/55 \times 20 = 16.36$	$45/50 \times 20 = 18.00$	$45/45 \times 20 = 20.00$
Combined Rating		84.51	70.74	74.52
Overall Rating		1st	3rd	2nd

Assumption: Three compliant (responsive) bids have been received. The maximum technical score that can be obtained is 135 points. The Highest technical score and lowest price proposal received full rated percentage and other proposals are prorated accordingly.

The winner is the Bidder scoring the Highest Total Points as a result of applying the Best Value Calculations to the technical bid and the bid price, respectively. Based on the above calculations, a contract would be awarded to Bidder 1.



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.

Note: Bidders are only required to fill out this form if they have been convicted of a criminal offence.

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 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

5.2.2 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](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.

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

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 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.

5.2.4 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.

5.2.5 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.

5.2.6 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.



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to this requirement.



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

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)*

7.1.1 Task Authorization

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and method(s) of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within three (3) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority and Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 TA Authority

To be validly issued, a TA must be signed by both the Project Authority and the Contracting Authority.

7.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 5%.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.



3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report. The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than (15) calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

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) (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).

7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information

7.3 Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator. The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

7.4 Security Requirements

7.4.1 There is no security requirement applicable to this Contract.



7.5 Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of Contract to March 29, 2019 inclusive.

7.5.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one-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 at least 5 calendar days 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.

7.6 Comprehensive Land Claims Agreements (CLCAs)

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement outside the Contract.

7.7 Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Stephanie Sehn
Title: Senior Procurement Officer
Organization: Natural Resources Canada
Address: 580 Booth Street, 5th Floor, Ottawa, ON K1A 0E4
Telephone: (343) 292-7518
E-mail address: stephanie.sehn@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.

7.7.2 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.

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

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

7.8 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.

7.9 Payment

7.9.1 Basis of Payment

7.9.1.1 TA subject to a Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work specified in the authorized TA in accordance with the basis of payment in Annex B to the limitation of expenditure specified in the authorized TA.

Canada's total liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. 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 authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the final delivery date specified in the authorized TA, or
- (c) as soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA,



whichever comes first.

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

7.9.1.2 Professional Fees (Firm Daily Per Diem Rate)

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 "B", Basis of Payment, Applicable taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday

7.9.1.3 Pre-Authorized Travel and Living Expenses

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 Edmonton, Alberta.

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

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

7.9.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.



4. 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.

7.9.3 Method of Payment

7.6.3.1 Method of Payment - Authorized TA

The following method of payment will form part of the authorized TA.

For the work specified in an authorized TA subject to a limitation of expenditure:

Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.9.3 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 Contractor must repay any overpayment, at Canada's request.

7.10 Invoicing Instructions

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

<p><u>E-mail:</u></p> <p>rncan.invoiceimaging-servicedimageriedesfactures.rncan@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: _____



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

7.11 Certifications

7.11.1 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.

7.11.2 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.

7.12 Applicable Laws

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

7.13 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions **4007** - Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16);
- (c) the general conditions [2035](#) (2016-04-04);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (i) 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)*).

7.14 Foreign Nationals (Canadian Contractor)

SACC *Manual* clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)



7.15 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.

7.16 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

7.17 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

SW.1.0 TITLE

FACILITATOR – INDIGENOUS ADVISORY AND MONITORING COMMITTEE

SW.2.0 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 principles from the UN Declaration on the Rights of Indigenous Peoples (UNDRIP) and the Truth and Reconciliation Commission’s (TRC) Calls to Action, while also ensuring 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 6 senior representatives from federal government whose departments are involved in the TMX project and 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 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.3.0 OBJECTIVES

The contractor will work collaboratively with members of the IAMC, its subcommittees, Indigenous Caucus staff, secretariat staff, NEB staff and others as required to plan, develop and facilitate engagement events that support the Committee’s commitments as outlined in its Terms of Reference. The contractor will provide facilitation services on an as and when requested basis to meet committee event requirements as they arise throughout the duration of the contract.

SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Scope of Work

The IAMC has identified the need for facilitation services to assist it in carrying out its work and delivering on the commitments identified in the Terms of Reference.

Reporting to the Project Authority, the contractor will work closely with members of the Committee and its subcommittees, Indigenous Caucus staff, secretariat staff, NEB staff and others to plan group discussions (referred to throughout as “events”), develop supporting agendas and materials, facilitate events and write summary reports, as required, throughout the duration of the contract.

For the provision of facilitation services, all work will be completed on an as and when requested basis authorized through task authorizations. The contractor must provide facilitation services as requested and meet work and deliverable requirements identified in each individual Task Authorizations (TA).



Tasks:

Examples of tasks (TA's) may include (but are not limited to) the following:

- **Line-wide Meeting(s)** – This annual meeting is a key commitment identified in the Committee's Terms of Reference for the Indigenous Caucus members of the Committee to hold at least one meeting per year to which representatives from the 117 potentially impacted Indigenous communities are invited. A key focus for this meeting will be to establish common priorities and approaches, which will flow into the Committee's annual work planning.
- **Strategic Visioning Session(s)** – This session will build on Strategic Visioning Session, Part 1 to work with Committee members to develop an agreed upon framework to integrate principles from the UNDRIP, TRC and principles of Treaty and nation to nation relationships into the work of the Committee.
- **Regional Meetings for Selecting Indigenous Caucus Members** – This may involve working with the Indigenous members of the Committee to develop methods for selecting future IAMC members and to initiate a process for Indigenous communities to determine a method to select new members.
- **Technical Workshops** – Workshops on technical matters may be required to provide Committee members and invited guests with opportunities for joint fact finding on pipeline related matters to develop advice and recommendations to government and regulators, the project Proponent or other stakeholder groups.

The Contractor must perform the following responsibilities and activities for each engagement event, in accordance to work identified in each TA:

- meet with the Committee and its subcommittees, Indigenous Caucus staff, secretariat staff, NEB staff and others, as required, to understand the purpose and key considerations for the event;
- develop a draft agenda based on input provided by the Committee and its subcommittees, Indigenous Caucus staff, secretariat staff, NEB staff and others, as required;
- acquire approval of the draft agenda from the Project Authority;
- develop all engagement materials required for the event, as articulated in the event agenda;
- provide all facilitation services in person at the event, as required;
- encourage active and respectful participation during the event;
- summarize and focus discussion at the event, as required;
- build consensus during the event, to the extent possible;
- produce a draft report that captures key aspects of the discussion at the event, highlighting issues on which participants reached consensus. On issues where consensus is not reached, the Facilitator will summarize and include differing perspectives in the report;
- circulate the draft report for comment to the Committee and its subcommittees, Indigenous Caucus staff, secretariat staff, NEB staff and others, as directed by the Project Authority;
- produce a final report that integrates the comments received on the draft report;
- develop and deliver a presentation based on content from the draft or final report to the Committee and/or subcommittees, as directed by the Project Authority.



Deliverables:

The following deliverables may be requested for each engagement event according to requirements identified in each task authorization (TA):

- **Draft agenda** – identifies the purpose of the event and the format and timing of activities, based on the Contractor’s expertise and initial conversations with the Committee and its subcommittees, Indigenous Caucus staff, secretariat staff, NEB staff or others. The draft agenda must be submitted electronically in MS Word format to the Project Authority.
- **Final agenda** – identifies the purpose of the event and the format and timing of activities, based on feedback received from the Committee and its subcommittees, Indigenous Caucus staff, secretariat staff, NEB staff or others on the draft agenda. The final agenda must be submitted electronically in MS Word format to the Project Authority.
- **Event Facilitation** - deliver on-site facilitation of the event at the location specified in the respective TA.
- **Draft report** – summarizes the discussion at the event, focusing on issues on which consensus is reached and noting differing perspectives where consensus was not reached.
- **Final report** – a revised version of the draft report that integrates comments received from the Committee and its subcommittees, Indigenous Caucus staff, Secretariat staff, NEB staff or others, as directed by the Project Authority. The final report must be submitted electronically in MS Word format to the Project Authority.
- **Presentation** – summarizes content from the draft and/or final report in a format that is engaging and accessible to the audience. The presentation must be submitted electronically, in MS PowerPoint format, to the Project Authority.

Deliverable	Estimated Time Schedule*
Draft agenda	4 weeks prior to event
Final agenda	2 weeks prior to event
Event Facilitation	Deliver facilitation on-site location as requested (Alberta or British Columbia)
Draft report	10 calendar days after event
Final report	30 calendar days after event
Presentation	10 days prior to the presentation date, as established by the Project Authority

*Deliverable timelines will be identified in each TA to meet requirements.

Note: The Indigenous Advisory and Monitoring Committee (IAMC) will own the copyrights to any material developed. Contractor to mark Deliverables as:

© all rights reserved. The Indigenous Advisory and Monitoring Committee (IAMC), (2018).

SW.4.2 Reporting Requirements

- The Contractor must circulate a draft agenda to the Committee and its subcommittees, Indigenous Caucus staff, secretariat staff, NEB staff or others, as directed by the Project Authority. The draft agenda must be shared with reviewers electronically, in MS Word format. The Contractor must allow at least five (5) business days for reviewers to submit comments on the draft agenda.
- The Contractor must provide a final agenda that incorporates the comments received on the draft



agenda electronically, in MS Word format, to the Project Authority no later than 2 weeks prior to the event.

- The Contractor must arrive at the location of the event at least 30 minutes prior to the start time of an event, as identified on the final agenda to prepare to facilitate the event.
- The Contractor must provide a draft report summarizing the event electronically, in MS Word format, to the Project Authority no more than 10 calendar days after the event.
- The Contractor must circulate the draft report to the Committee and its subcommittees, Indigenous Caucus staff, secretariat staff, NEB staff or others, as directed by the Project Authority. The draft agenda must be shared with reviewers electronically, in MS Word format. The Contractor must allow at least five (5) business days for reviewers to submit comments on the draft report.
- The Contractor must submit a final report that incorporates the comments received on the draft report electronically, in MS Word format, to the Project Authority no more than 30 calendar days after the event.
- The Contractor must be available to deliver a presentation based on content from the draft or final report to the Committee and/or subcommittees in-person or via telephone, as requested by the Project Authority.

SW.4.3 Method and Source of Acceptance

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

SW.4.4 Specifications and Standards

The Contractor will deliver all work in a manner that is consistent with the IAMC Terms of Reference and other IAMC policies.

SW.4.5 Technical, Operational and Organizational Environment

The Contractor will work collaboratively with all members of the IAMC, its subcommittees, Indigenous Caucus staff, secretariat staff, NEB staff and others, as directed by the Project Authority.

SW.5.0 OTHER TERMS AND CONDITIONS IN THE SOW

5.1 Contractor's Obligations

In addition to the project requirements outlined in Section 4 of this Statement of Work, the Contractor shall:

- participate, via teleconference, in Committee, subcommittee or working group meetings, upon the request of the Project Authority;
- integrate feedback from the Committee and its subcommittees, Indigenous Caucus staff, secretariat staff, NEB staff and others, as required, to produce all final deliverables;
- provide all draft and final reports electronically, in MS Office format, to the Project Authority;
- return all materials belonging to NRCan upon completion of the Contract;



- complete all work in accordance to the respective Task Authorization.

SW.5.2 NRCan's Obligations

- Provide access to IAMC-TMX information, policies and procedures, publications, reports, studies, etc., as needed.
- NRCan will advise within at least one (1) calendar day when the Contractor is required to participate in a teleconference meeting.
- NRCan will advise immediately if a meeting has been cancelled, rescheduled or location has been moved.
- NRCan will 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 Task Authorization.

SW.5.3 Location of Work, Work Site and Delivery Point

All work will take place off-site of NRCan facilities. The majority of the work will be completed at the Contractor's place of business. The delivery locations for facilitation of events will be required in multiple locations in British Columbia and Alberta as identified in each individual Task Authorization.

5.4 Travel

The Contractor's resource (proposed Facilitator) will be expected to travel to multiple locations in British Columbia and Alberta as required to facilitate events. The travel requirements will be identified in each Task Authorization (TA). All travel expenses will be reimbursed in accordance to Treasury Board Travel Directive and in accordance to Annex B, Basis of Payment.

SW.5.5 Language of Work

All work will be conducted in English.

SW.7.0 APPLICABLE DOCUMENTS AND GLOSSARY

SW.7.1 Applicable Documents

IAMC-TMX Briefing Note
IAMC-TMX Membership
IAMC-TMX Policy on Conflict of Interest and Confidentiality

SW.7.2 Relevant Terms, Acronyms and Glossaries

IAMC – Indigenous Advisory and Monitoring Committee
NEB – National Energy Board
DFO – Department of Fisheries and Oceans
TMX – Trans Mountain Expansion
UNDRIP – United Nations Declaration of the Rights of Indigenous Peoples
TRC – Truth and Reconciliation Commission
Consensus – the process by which the Committee makes decisions. No action is taken unless all members of the IAMC can support the action, or agree not to obstruct it. Consensus does not require that everyone be in complete agreement but only that all will be willing to accept a decision. Silence will be interpreted as consensus.
Facilitation – the process of planning, delivering and summarizing a group dialogue.



ANNEX B - BASIS OF PAYMENT

(TO BE COMPLETED AT CONTRACT AWARD)

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

1.0 Professional Fees

The all-inclusive firm per diem rate for the completion of this project is in Canadian funds and does not include applicable taxes

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.

Contract Period : Date of Contract award to March 29, 2019	
Resource	Firm Per Diem Rate
Facilitator <i>(Name of resource)</i>	\$ < insert at contract award >

Option Period 1: April 1, 2019 to March 31, 2020	
Resource	Firm Per Diem Rate
Facilitator <i>(Name of resource)</i>	\$ < insert at contract award >

Option Period 2: April 1, 2020 to March 31, 2021	
Resource	Firm Per Diem Rate
Facilitator <i>(Name of resource)</i>	\$ < insert at contract award >

Option Period 3: April 1, 2021 to March 31, 2022	
Resource	Firm Per Diem Rate
Facilitator <i>(Name of resource)</i>	\$ < insert at contract award >

2.0 Pre-Authorized Travel and Living Expenses

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 (website: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) 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 Edmonton, Alberta.

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

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



ANNEX C to PART 5 - BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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



ANNEX D - TASK AUTHORIZATION (TA) FORM

Contract Number		
Task Authorization (TA) Number		
Contractor's Name and Address		
TA Original Authorization		
Total Estimated Cost of Task (Applicable Taxes extra) before any revisions:		\$
TA Revision (As applicable)		
Instructions to the TA Authority: the first revision must be identified as No. 1, the second as No. 2, etc. If no increase or decrease is authorized, enter \$0.00.		
TA Revision Number: _____ Instructions to the TA Authority: Enter the number here, as applicable.	Authorized Increase or Decrease (Applicable Taxes extra) \$ _____ Instructions to the TA Authority: Enter the amount here, as applicable.	
Total Estimated Cost of Task (Applicable Taxes extra) after this revision:		\$
Contract Security Requirements		
N/A. This task includes no security requirements.		
Required Work		
The contents of A, B, C and D below must be in accordance with the Contract.		
SECTION A – Task Description of the Work Required		
SECTION B – Applicable Basis of Payment		
TA Subject to a Limitation of Expenditure of \$ _____		
SECTION C - Cost Breakdown of Task		



1.0 Professional Fees :

		All Inclusive Firm Daily Rate (in accordance with Annex B of the contract)	Level of Effort (Estimated number of days required to perform the Work)	Total (\$)
Resource	Resource Name	A	B	C = A x B
Facilitator				
Total Estimated Cost of Professional Fees subject to a Limitation of Expenditure				\$
				Applicable Taxes \$
				Total Estimated Cost \$

2.0 Pre-Authorized Travel and Living expenses:

_____ Instructions to the TA Authority: insert the details of the authorized travel plan.

Total Estimated Cost of Authorized travel and living subject to a Limitation of Expenditure	\$
---	----

TOTAL ESTIMATED COST OF TA -	\$
------------------------------	----

SECTION D- Applicable Method of Payment

Single – Payment

Authorization - Authorization

By signing this TA, the Project Authority and the Natural Resources Canada Contracting Authority certify that the content of this TA is in accordance with the Contract.

En apposant sa signature sur cette AT, le chargé de projet et l'autorité contractante de Ressources Naturelles du Canada que le contenu de cette AT respecte les conditions du contrat.

Name of Project Authority - Nom du chargé de projet _____

Signature _____ Date _____

Name of NRCan Contracting Authority -
Nom de l'autorité contractante de NRCan _____

Signature _____ Date _____



Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature _____

Date _____



APPENDIX 1 - EVALUATION CRITERIA

Bidders are advised that all information provided should pertain to the proposed Facilitator (referenced below as the “proposed Facilitator”). Only the qualifications/experience of the proposed Facilitator will be evaluated.

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.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps with 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.

1. TECHNICAL CRITERIA

1.1 MANDATORY EVALUATION 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.

Item No. #	Mandatory Criteria	Compliant (Yes/No)	Reference to Bidder’s Response Page No.
M1	<p>The Bidder MUST:</p> <ul style="list-style-type: none"> a) Propose an Aboriginal Facilitator resource who will travel to attend meetings in person, on behalf of the firm in British Columbia and/or Alberta as requested; AND b) Certify the proposed Facilitator is Aboriginal as per section 35 definition below by signing the Aboriginal Resource Attestation. <p>Section 35 of the Constitution Act, Rights of the Aboriginal Peoples of Canada, Definition of “<i>aboriginal peoples of Canada</i>”: (2) In this Act, “<i>aboriginal peoples of Canada</i>” includes the Indian, Inuit and Métis peoples of Canada.</p> <p>Aboriginal Resource Attestation:</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Item No. #	Mandatory Criteria	Compliant (Yes/No)	Reference to Bidder's Response Page No.
	<p>I certify the Facilitator resource is an Aboriginal.</p> <p>Name of Bidder Representative:</p> <p>_____</p> <p>Signature:</p> <p>_____</p> <p>Date:</p> <p>_____</p>		
M2	<p>Bidder MUST provide:</p> <p>a) Facilitator resource who has a minimum of five (5) years of facilitation experience, including planning, moderating and summarizing group discussions. The experience MUST be obtained before the date of bid closing; AND</p> <p>b) Detailed Resume, which includes work experience of proposed resource.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M3	<p>Bidder MUST provide three (3) written project summaries, which demonstrate the proposed Facilitators' experience providing facilitation to Indigenous communities or organizations in BC or Alberta.</p> <p>Note: Facilitation includes planning, moderating and summarizing group discussions.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M4	<p>The proposed Facilitator MUST accept, and be available, to be interviewed.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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:



Item No. #	Point Rated Technical Criteria	Max Points	Demonstrated Compliance, cross reference to Resume and Page number of Proposal
R1	<p>Mandatory Criteria: Bidder meets all mandatory criteria. Bidder automatically receives 30 points.</p>	30	
R2	<p>Understanding of IAMC-TMX and Related Principles</p> <p>The Bidder should demonstrate an understanding of IAMC-TMX and related principles. Information to be submitted should include, but is not limited to:</p> <p>A narrative (2500 words max.) describing the Bidder's understanding of the IAMC-TMX's goals and objectives, and how these relate to the principles of UNDRIP, TRC and section 35 of the <i>Constitution Act</i> (Aboriginal and treaty rights).</p> <p>The narrative will be evaluated as follows:</p> <ul style="list-style-type: none"> a) IAMC-TMX, goals and objectives (up to 5 points) b) principles of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) (up to 5 points) c) principles of the Truth and Reconciliation Commission of Canada's "94 calls to action" (TRC) (up to 5 points) d) 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 (up to 5 points). <p>Evaluation Assessment: the Bidder's understanding of each section (a through d) above will be evaluated using the R1 Evaluation Grid below for a score out of 5 points for each up to a maximum of 20 points.</p>	20	
R3	<p>Facilitator Resource Experience</p> <p>The Bidder should demonstrate that the proposed Facilitator has experience providing facilitation services to Indigenous communities or organizations in BC and/or Alberta <u>and</u> federal or provincial government.</p> <p>Information to be submitted should include, but is not limited to:</p> <p>A detailed resume, which includes work experience, outcomes achieved in past roles and other relevant training and knowledge. Evaluation will be based on:</p> <ul style="list-style-type: none"> a) total years of facilitation experience (8 points max.); <ul style="list-style-type: none"> - more than ten (10) years (8 points) - between nine (9) to ten (10) years (6 points) - between six (6) to eight (8) years (4 points) - five (5) years (2 points) 	20	



	<p>b) experience providing engagement or facilitation services to BC and/or Alberta Indigenous communities or organizations (8 points max.);</p> <ul style="list-style-type: none"> - professional experience with BC <u>and</u> Alberta Indigenous communities (8 points) - professional experience with BC <u>or</u> Alberta Indigenous communities (4 points) - no experience with BC or Alberta Indigenous communities (0 points) <p>c) experience working with federal or provincial government (2 points max.);</p> <ul style="list-style-type: none"> - experience providing engagement or facilitation services to federal or provincial government (2 points) - no federal or provincial government experience (0 points) <p>d) experience facilitating complex dialogues involving multiple communities and/or stakeholders (2 points max.);</p> <ul style="list-style-type: none"> - experience facilitating complex dialogues involving multiple (2 or more) communities and/or stakeholders (2 points). - no experience leading complex dialogues (0 points). 		
R4	<p>Expertise in Consensus Building</p> <p>The Bidder should demonstrate that the proposed Facilitator has experience building consensus and advancing shared goals amongst diverse groups.</p> <p>Information to be submitted includes, but is not limited to:</p> <p>Bidder should provide three (3) written project summaries demonstrating the proposed Facilitator’s experience planning, moderating and summarizing group discussions with Indigenous communities or organizations in BC or Alberta.</p> <p>Note: Project summaries submitted to demonstrate this criterion also fulfil Mandatory Criteria 3 (M3).</p> <p>Project summaries should clearly demonstrate the resources’ 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:</p> <p>a) Indigenous communities or organizations involved;</p>	30	



	<p>b) province in which the Indigenous community or organization is located;</p> <p>c) start and end dates of the initiative;</p> <p>d) Bidder's role on the initiative;</p> <p>e) brief description of the initiative, highlighting how the Bidder built consensus and advanced shared goals amongst diverse groups.</p> <p>The Bidder will receive up to ten (10) points for each project summary (max 3 project summaries, for a total of 30 points).</p> <p>Evaluation Approach: see R4 Evaluation Grid below.</p>		
R5	<p>Interviews will be held to assess the proposed resource's ability to answer questions with clarity and conciseness. Interview questions will test:</p> <p>Understanding of the IAMC (15 pts);</p> <ul style="list-style-type: none"> - Clearly articulate the goal of the IAMC (3 points); - Clearly articulate the IAMC guiding principles (3 points); - Clearly articulate the roles and responsibilities of the IAMC-TMX Facilitator in relation to the Committee (3 points); - Demonstrate a style of communication that aligns with the IAMC goal and guiding principles by speaking to an experience or hypothetical situation (6 points). <p>Understanding of UNDRIP, TRC and Aboriginal and Treaty Rights (15 pts);</p> <ul style="list-style-type: none"> - Clearly articulate the relationship between the goal and guiding principles of the IAMC and principles of UNDRIP, TRC and Aboriginal and Treaty Rights (7 points); - Clearly articulates commonalities and differences among the perspectives held by Indigenous groups and government on UNDRIP, TRC and Aboriginal and Treaty Rights (8 points). <p>Ability to communicate effectively under pressure (10 pts)</p> <ul style="list-style-type: none"> - Responds to questions in a clear and concise manner (5 points); - Identifies tools they have used in the past to communicate effectively with diverse partners (5 points). <p>Ability to think analytically to solve problems (10 pts).</p> <ul style="list-style-type: none"> - Identifies key issues and draws logical conclusions by breaking down problems into constituent parts (5 points); 	50	



	- Devises and recommends practical and viable solutions and advises on steps to take (5 points).		
Bidder Minimum Overall Score of 60%		90	
Total Points Available (Maximum Score)		150	

Evaluation grid for R2 – Understanding of IAMC-TMX & Guiding Principles	
Excellent (5 points)	The Bidder’s response demonstrates a <u>deep understanding</u> of Indigenous and Government perspectives on the principle listed above. Deep understanding: describes key similarities and differences between Indigenous and government perspectives on the principle.
Good (4 points)	The Bidder’s response demonstrates a <u>good understanding</u> of Indigenous and Government perspectives on the principle. Good understanding: describes some similarities and differences between Indigenous and government perspectives on the principle.
Satisfactory (3 points)	The Bidder’s response demonstrates a <u>basic understanding</u> of Indigenous and Government perspectives on the principle. Basic understanding: The response lacks either Indigenous or government perspectives on the principle.
Unsatisfactory (2 points)	The Bidder’s response <u>does not</u> demonstrate a basic understanding of Indigenous and Government perspectives on the principle.
No response (0 points)	Information provided does not address the criteria. The Bidder receives no points available for this element

Evaluation grid for R4 – Expertise in Consensus Building	
Excellent (10 points)	The Bidder’s response demonstrates an exceptional ability to build consensus and advance shared goals amongst diverse groups in spite of opposing perspectives on an issue.
Good (8 points)	The Bidder’s response demonstrates a good ability to build consensus and advance shared goals amongst diverse groups in spite of different perspectives on an issue.
Satisfactory (6 points)	The Bidder’s response demonstrates some ability to build consensus and advance shared goals amongst diverse groups.
Unsatisfactory (4 points)	The Bidder’s response demonstrates an inadequate ability to build consensus and advance shared goals amongst diverse groups.



No response (0 points)	Information provided does not address the criteria. The Bidder receives no points available for this element
------------------------	--



APPENDIX 2 – FINANCIAL PROPOSAL FORM

1.0 Professional Fees

The all-inclusive firm per diem rate for the completion of this project is in Canadian funds and does not include applicable taxes

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)
Resource	Firm daily rates	Level of Effort	Total estimate Costs for Professional Fees
Facilitator	\$	200	\$
A- Estimated Total Price –Firm Per-Diem Rate :			\$

Option Period 1			
A	B	C	D (BxC)
Resource	Firm daily rates	Level of Effort	Total estimate Costs for Professional Fees
Facilitator	\$	200	\$
B- Estimated Total Price – Firm Per-Diem Rate :			\$



Option Period 2			
A	B	C	D (BxC)
Resource	Firm daily rates	Level of Effort	Total estimate Costs for Professional Fees
Facilitator	\$	200	\$
C- Estimated Total Price – Firm Per-Diem Rate :			\$

Option Period 3			
A	B	C	D (BxC)
Resource	Firm daily rates	Level of Effort	Total estimate Costs for Professional Fees
Facilitator	\$	200	\$
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.

2.0 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) :	\$ _____