



## RETURN BIDS TO:

Attention : Brian Leblanc  
Department of Finance Canada  
fin.procurement-provisionnement.fin@canada.ca

# REQUEST FOR PROPOSAL AMENDMENT

**Proposal To:** Department of Finance

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

**Instructions : See Herein**

<b>Title</b> Facilitation for Multilateral Sessions on Indigenous Economic Participation in Trans Mountain	
<b>Solicitation No:</b> FIN-20201119	
<b>Date of Amendment</b> February 04, 2021	<b>Amendment No.</b> 003
<b>GETS Reference No.:</b> PW-21-00940807	
<b>Solicitation Closes:</b> at 02 :00 PM on <b>February 11, 2021</b>	
<b>Solicitation Authority:</b> <b>Name:</b> Brian Leblanc <b>Title:</b> Procurement and Contracting Officer <b>Branch:</b> Corporate Services Branch <b>Email:</b> fin.procurement-provisionnement.fin@canada.ca	
<b>Security Requirement:</b> NO <b>Personnel:</b> N/A <b>Facility:</b> N/A <b>Document Safeguarding:</b> N/A <b>Additional details found in Annex C</b>	
<b>Estimated Contract Period:</b> <b>Date of award to August 31, 2021</b>	
<b>Option Periods:</b> NO	<b>Number of Option Periods:</b> N/A
All enquiries regarding this proposal solicitation <b>must</b> be submitted in writing to the Solicitation Authority, <b><u>no less than ten (10) calendar days prior to the Proposal Closing Date</u></b> to allow sufficient time for the Department of Finance to provide responses. Enquiries received after that date may not be responded to prior to the Proposal Closing Date. All answers that provide more information on the requirement will be posted on GETS.	



## 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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other 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, Security Requirements Checklist, Non-Disclosure Agreement, Evaluation Procedures and Basis of Selection.

## 1.2 Summary

**1.2.1** In August 2018, the Government of Canada acquired Trans Mountain Corporation (TMC), a wholly owned subsidiary of the Canada Development Investment Corporation (CDEV), with the intention of completing construction of the Trans Mountain Expansion Project (TMX). At the time of acquisition, the Minister of Finance announced that the Government would divest its position in TMC when TMX was completed and de-risked. Separately, during the reinitiated Phase III consultations related to the approval of TMX, many of the impacted Indigenous groups expressed interest in opportunities for greater economic participation in TMX. In response, the Government launched an engagement process on economic participation led by the Department of Finance Canada (the Department), beginning with exploratory discussions in summer 2019 (Step 1).

In Step 2, the Department has two objectives: (1) to build a consensus on a form of economic participation preferred by participating Indigenous groups, and (2) to identify, or support the formation of, one or more counterparties to represent them in a future negotiation with Canada. A key element of Step 2 is to bring Indigenous groups and Departmental officials together in multilateral discussions, informed by those two objectives. To organize, facilitate, and mediate those discussions, the Department is seeking the services of an individual, or team of individuals, or organization with substantial experience managing large-scale multilateral processes with diverse Indigenous groups (e.g., *Indian Act* bands, Métis organizations, Tribal Councils, and Self-governing First Nations).

The Department is seeking facilitation services from a Contractor with significant knowledge of Indigenous groups in British Columbia and Alberta, as well as specific experience designing, executing, and managing large-scale collaborative engagement processes.

**1.2.2** The requirement is limited to Canadian services.



**1.2.3 This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](#) of the Supply Manual.**

If your Aboriginal business is not yet registered in the Indigenous Business Directory, please do so at the link provided below:

Government of Canada's Indigenous Business Directory at <https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058>

**1.2.4** This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement

### **1.3 Debriefings**

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

### **1.4 Recourse for suppliers with respect to the Procurement Process**

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts. Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints. Additional information can be found at Canada's Buy and Sell website at [www.buyandsell.gc.ca](http://www.buyandsell.gc.ca) under the heading "Supplier Dispute Management Process".



## 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>) 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 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days  
Insert: ninety (90) days

### 2.2 Submission of Bids

Bids must be submitted to the email address indicated on page 1 by the date and time indicated on page 1 of the bid solicitation.

### 2.3 Former Public Servant

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

#### Definitions

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

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



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

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

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

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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.

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.

## 2.4 Enquiries - Bid Solicitation

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

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

## 2.5 Applicable Laws

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

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

## 2.6 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.

# PART 3 - BID PREPARATION INSTRUCTIONS

## 3.1 Bid Preparation Instructions

Canada will only accept electronic bids submitted via email. **File sizes must not exceed 10MB.**



Canada requests that bidders provide their electronic email bid with separate attachments as follows:

Section I: Technical Bid [ 1 separate attachment ];  
Section II: Financial Bid [ 1 separate attachment ];  
Section III: Certifications [ 1 separate attachment ];

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

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

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

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

In Section I of their bid, bidders should also provide:

1. their legal name;
2. their Procurement Business Number (PBN);
3. the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;

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

Bidders must submit their financial bid in Canadian Funds and in accordance with the pricing schedule detailed in Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5. For Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

#### Overview

All Bidders' proposals will be evaluated in accordance with the Evaluation and Selection Plan detailed in this Section. The basis of selection shall be based on Highest Combined Rating of Technical Merit (70%) and Price (30%)

This RFP will utilize a six-phase evaluation process:

- Phase 1: Evaluation of Mandatory Criteria
- Phase 2: Evaluation and Scoring of Point-Rated Criteria
- Phase 3: Verification and scoring adjustment
- Phase 4: Determination of Final Technical Score
- Phase 5: Evaluation of Financial Proposal
- Phase 6: Basis of Selection

Details of the evaluation process follow.

#### Phase 1: Evaluation of Mandatory Criteria

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the Evaluation Team. Proposals failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

#### Phase 2: Evaluation and Scoring of Point-Rated Criteria

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed herein. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals. To be considered responsive, a bid must obtain a minimum threshold as specified in the point-rated criteria. Bids that do not obtain the minimum threshold will not be given further consideration.

#### Phase 3: Verification and Scoring Adjustment

In this phase of the evaluation, the Bid Evaluation Team may subject each responsive Bidder to a verification process to validate the accuracy and reliability of the Bidder's written responses to the Mandatory and Rated Requirements of this RFP.





**In the case of a verification of Customer Reference:**

1. Bidders will be given no less than one (1) business days' notice, in writing, of Canada's intention to initiate contact with the Bidder's reference account(s). If required, the purpose of the reference checking process is to confirm only the information already provided by Bidders. Canada will act reasonably to accommodate the business and operational requirements of the Bidder's reference accounts.
2. If Canada is unable to contact a Bidder's reference account and/or schedule a reference check conference call within a reasonable time frame, Canada will request that the Bidder's representative act as an intermediary between Canada and the specific reference account for the purpose of arranging follow-up communications. The Bidder shall make every reasonable effort to arrange for such reference accounts to speak to authorize Evaluation Team personnel in a timely and professional manner so as to reasonably accommodate the Canada's review and evaluation schedule.
3. If, despite notice and reasonable efforts by Canada to confirm information provided by the Bidder in respect of any identified reference account, the Crown is unable to confirm the information provided by the Bidder, either through non-responsiveness, or for any other reason, within two (2) business days of notice, the reference account will be zero-rated for the requirement(s) for which it was tendered.
4. If the reference checking response provided to the Evaluation Team by the identified reference contact fails to substantiate the Bidder's stated level of experience, qualifications and/or capabilities for any particular requirement in the written proposal, the Evaluation Team will seek clarification of the discrepancy from the Bidder before making any adjustment to the Bidder's score or proposal.
5. If the Bidder is unable to provide a satisfactory written explanation for the discrepancy or disqualifying information furnished by the reference account within two (2) business days of the Crown written request to the Bidder for clarification concerning a requirement, then, in the case of a rated requirement, the Bidder's score for the specific requirement will be adjusted downward or rated zero, depending on the nature and degree of the discrepancy. Such revised score shall be based on a re-evaluation of the response as modified by the information provided through the reference check. The re-evaluation shall be in accordance with the evaluation criteria, applicable to the response. In the case of a mandatory requirement, the proposal will be evaluated as Non-compliant and receive no further consideration.

**In the case of a verification of any other Mandatory or Rated requirement:**

6. The Crown will issue a written request to all Bidders for verification of its written response (i.e., by facsimile). The verification request will be an opportunity for the Evaluation Team to verify selected written responses provided by all Bidders to the same list of specific requirements. The Bidder shall have three (3) business days in which to submit its response to Canada.

**Phase 4: Determination of Final Technical Score**

After completion of the evaluation and scoring of the Mandatory and Point-Rated responses, a Final Technical Proposal Score will be computed for each responsive Bidder.

**Phase 5: Evaluation of Financial Proposal**

Bidders' Financial Proposals will be evaluated as outlined herein.



## **Phase 6: Basis of Selection**

The proposal will be evaluated on the basis of Highest Combined Rating of Technical Merit (70%) and Price (30%).

### **4.1.1 Technical Evaluation**

#### **4.1.1.1 Mandatory Technical Criteria**

Please refer to Annex "E".

#### **4.1.1.2 Point Rated Technical Criteria**

Please refer to Annex "E".

### **4.1.2 Financial Evaluation**

#### **4.1.2.1 Financial Proposal Evaluation Overview**

1. A financial evaluation will be performed only on proposals that are technically responsive. A technically responsive proposal is a proposal that meets all mandatory criteria and obtains the required minimum points specified in this solicitation for the criteria that are subject to point rating.
2. "For the purposes of bid evaluation, the total evaluated cost will be the "Bidder's Estimated Total Cost" to perform all of the work and produce all of the deliverables identified in Annex A, Statement of Work, of this RFP document.
3. The proposal will be evaluated on the basis of Highest Combined Rating of Technical Merit (70%) and Price (30%).

Price will be evaluated in **Canadian Dollars**. The Pricing Table provided below will be used for the purposes of the financial evaluation.

#### **4.1.2.2 Financial Proposal Pricing Table**

Please refer to Annex B- Basis of Payment



## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

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 Bidders' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority for additional information will also render the bid non-responsive or constitute a default under the contract.

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES

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

#### 5.1.2 CANADIAN CONTENT CERTIFICATION

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the [Supply Manual](#).

##### 5.1.2.1 SACC Manual clause A3050T (2020-07-01) Canadian Content Definition

1. **Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the [Canada-United States-Mexico Agreement \(CUSMA\)](#) Rules of Origin. For the purposes of this determination, the reference in



the CUSMA Rules of Origin to "territory of one or more of the Parties" is to be replaced with "Canada". (Consult [Section 3.130](#) and [Annex 3.6](#) of the Supply Manual for further information.)

2. **Canadian service:** A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
3. **Variety of goods:** When requirements consist of more than one good, one of the two methods below is applied:
  - a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
  - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
4. **Variety of services:** For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
5. **Mix of goods and services:** When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.
6. **Other Canadian goods and services:** Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

### 5.1.3 SET-ASIDE FOR ABORIGINAL BUSINESS

#### 5.1.3.1 SACC Manual clause A3000T (2014-11-27) Set Aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.



2. The Bidder:
  - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
  - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
  - i.  The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**
  - ii.  The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
  - i.  The Aboriginal business has fewer than six full-time employees.  
**OR**
  - ii.  The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



**5.1.3.2 SACC Manual clause A3001T (2014-11-27) Owner/Employee Certification – Set Aside for Aboriginal Business**

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

I am \_\_\_\_\_ (insert "an owner" and/or "a full-time employee") of \_\_\_\_\_ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".  
I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date

**CERTIFICATION OF EDUCATION, ACHIEVEMENTS, EXPERIENCE AND WORK HISTORY**

By submitting a bid, 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.

\_\_\_\_\_  
**Signature of authorized representative** **Date**



**CERTIFICATION OF AVAILABILITY AND STATUS OF PERSONNEL**

**AVAILABILITY OF PERSONNEL**

The Contractor certifies that, should it be authorized to provide services under any Contract resulting from this RFP, the persons proposed in its bid will be available to commence performance of the work within a reasonable time from Contract award date, or within the time specified in the Contract, and will remain available to perform the work in relation to the fulfillment of the requirement. Any proposed substitution after the proposal has been submitted but before issuance of the Contract may result in the re-evaluation of the proposal. Once the Contract is allocated, proposed substitutes must achieve the same rated qualifications score (or greater) as the original resource at a rate no higher than the original resource being replaced and will be subject to approval by the technical authority.

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**Signature of authorized representative**

**Date**

**STATUS OF PERSONNEL**

If the Contractor has proposed any person in fulfillment of this requirement who is not an employee of the Contractor, the Contractor hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's resume to the Contracting Authority. As well, the Contractor hereby certifies that the proposed person is aware that overtime may be required and is willing to comply.

During the proposal evaluation, the Contractor must upon the request of the Contracting Authority and/or the Technical Authority provide a copy of such written permission, in relation to any or all non-employees proposed. If the Contractor fails to comply with such a request, its proposal will be considered non-compliant.

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**Signature of authorized representative**

**Date**



## PART 6 – SECURITY REQUIREMENT

**6.1** Upon completion, the Contractor agrees not to make public or disclose the nature of any details of their services. To this end, the Contractor will be required to sign a non-disclosure agreement. The Government of Canada also retains the right to disclose the name of the Contractor, and to release the Contractor from confidentiality provisions of this contract.

## 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".

### 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 – 2018-06-21, General Conditions - Higher Complexity - Services, apply to and form part of the Contract.](#)

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/17>

### 7.3 Security Requirements

**7.3.1** Upon completion, the Contractor agrees not to make public or disclose the nature of any details of their services. To this end, the Contractor will be required to sign a non-disclosure agreement. The Government of Canada also retains the right to disclose the name of the Contractor, and to release the Contractor from confidentiality provisions of this contract.

### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from \_\_\_ to \_\_\_ inclusive.





## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

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

Department of Finance Canada  
Contracting and Procurement Division  
90 Elgin Street, 10<sup>th</sup> floor  
Ottawa, ON K1A 0G5

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

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

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

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

### 7.5.2 Project Authority

The Project Authority for the Contract is:

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

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

Organization: \_\_\_\_\_

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

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

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

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

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

### 7.5.3 Contractor's Representative

TBD at time of contract award.

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

TBD at time of contract award.

## 7.7 Payment

### 7.7.1 Basis of Payment



For the Work described in the Statement of Work in Annex A:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

## **7.8 Invoicing Instructions**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
  - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

## **7.9 Certifications**

### **7.9.1 Compliance**

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



## 7.9.2 SACC Manual Clauses

### 7.9.2.1 SACC Manual clause A3000C (2014-11-27) Aboriginal Business Certification

The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.

The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

### 7.9.2.2 SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause [A3050T](#).
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

## 7.10 Applicable Laws

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



### 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035(2018-06-21) General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Checklist;
- (f) Annex D, Non-Disclosure Agreement (at time of contract award);
- (g) the Contractor's bid dated \_\_\_\_\_,

### 7.12 Recourse for suppliers with respect to the Procurement Process

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts. Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints. Additional information can be found at Canada's Buy and Sell website at [www.buyandsell.gc.ca](http://www.buyandsell.gc.ca) under the heading "Supplier Dispute Management Process".



## ANNEX A

### STATEMENT OF WORK

#### Facilitation for Multilateral Sessions on Indigenous Economic Participation in Trans Mountain

##### 1.0. Background

In August 2018, the Government of Canada acquired Trans Mountain Corporation (TMC), a wholly owned subsidiary of the Canada Development Investment Corporation (CDEV), with the intention of completing construction of the Trans Mountain Expansion Project (TMX). At the time of acquisition, the Minister of Finance announced that the Government would divest its position in TMC when TMX was completed and de-risked. Separately, during the reinitiated Phase III consultations related to the approval of TMX, many of the impacted Indigenous groups expressed interest in opportunities for greater economic participation in TMX. In response, the Government launched an engagement process on economic participation led by the Department of Finance Canada (the Department), beginning with exploratory discussions in summer 2019 (Step 1).

In Step 2, the Department has two objectives: (1) to build a consensus on a form of economic participation preferred by participating Indigenous groups, and (2) to identify, or support the formation of, one or more counterparties to represent them in a future negotiation with Canada. A key element of Step 2 is to bring Indigenous groups and Departmental officials together in multilateral discussions, informed by those two objectives. To organize, facilitate, and mediate those discussions, the Department is seeking the services of an individual, or team of individuals, or organization with substantial experience managing large-scale multilateral processes with diverse Indigenous groups (e.g., *Indian Act* bands, Métis organizations, Tribal Councils, and Self-governing First Nations).

A list of Indigenous groups invited to participate in the Department's engagement process can be found in Tables 5.3 to 5.7 (pages 225 to 233) of the [2019 Crown Consultation and Accommodation Report](#).

##### 2.0. Objectives

The Department is seeking facilitation services from a Contractor with significant knowledge of Indigenous groups in British Columbia and Alberta, as well as specific experience designing, executing, and managing large-scale collaborative engagement processes.

The Contractor, with a dedicated and consistent team, will work with Departmental officials, participating Indigenous groups, and others (as required) to plan, develop, execute, and facilitate a series of multilateral sessions (sessions) in 2021. The sessions will be between Canada and participating Indigenous groups, and their purpose is to maximize Indigenous participation in the Department's engagement process and to further the two Step 2 objectives.

The Contractor will design and execute each session to meet the purposes stated above. This responsibility includes, but is not limited to: drafting an engagement work plan, collaboratively developing agendas and meeting materials with Departmental officials and participating Indigenous groups, drafting and delivering communication materials for the sessions, facilitating sessions, and writing summary reports.



### 3.0. Contract Period

The contract period is expected to begin in March and conclude in August 2021. Due to uncertainty in relation to COVID-19 and other circumstances, timelines are subject to change.

### 4.0. Tasks

The Contractor will play a critical role in delivering the multilateral phase of Step 2, including advancing the Step 2 objectives and maximizing Indigenous participation in the engagement process. The Contractor must perform the following tasks during the contract period.

#### Phase 1: Planning

##### *Contract award to April 2021*

- Meet regularly with Departmental officials to understand the purpose, objectives, timelines, and constraints of the Department's engagement process (with an emphasis on Step 2); and
- Draft an engagement work plan, informed by discussions with Departmental officials, for guiding the multilateral phase of Step 2 (i.e., Deliverable #1 in Section 5).

#### Phase 2: Execution

##### *Contract award to August 2021*

Between the time the contract is awarded and August 2021, the Contractor will execute and host five (5) sessions with the possibility of two (2) more optional sessions. The Contractor would have the following responsibilities for each session:

- Meet with Departmental officials to understand the purpose, objectives, and key considerations for the session;
- Collaboratively develop a draft agenda;
- Solicit input on the draft agenda from participating Indigenous groups, integrate comments into a final draft, and acquire approval from the Project Authority;
- Develop and distribute all communication materials required for the session, as outlined in the draft/final agenda, including (but not limited to): invitations, meeting materials, and logistics;
- **Help identify and/or organize presenters;**
- Liaise with the presenters, as outlined in the agenda, to coordinate and share meeting materials (e.g., presentations, discussion questions, polling questions) with participants;
- Manage session logistics, as required, including:
  - Managing an online registration webpage for participants;
  - Creating, and enforcing, security protocols; and
  - Hosting sessions on a virtual platform provided by the Department and troubleshooting technical difficulties with participants.
- Provide all facilitation services virtually for the session, as required, including:
  - Encouraging active and respectful participation;
  - Ensuring the session is conducted in a manner that respects Indigenous culture, such as opening and closing prayers;
  - Summarizing and focusing the session discussion to further the session objectives; and
  - Building momentum towards a consensus during the session, where possible.
- Produce a session report that summarizes the session discussion, situates the discussion within the broader engagement work plan, and includes a list of participants, with approval from the Project Authority. The report will focus on issues on which consensus is reached and note differing perspectives where consensus was not reached.



### 5.0. Deliverables and Associated Schedule

The Department is seeking a firm price on the following two deliverables. In respect of the sessions, the price will be held constant for each session as the sub-deliverables are anticipated to be identical across each session.

<b><i>Deliverable #1: Work plan</i></b>		
<b>Item</b>	<b>Description</b>	<b>Timing</b>
Engagement work plan	Outlines timing, purpose, objectives of each session, including a narrative summary of how the proposed work plan will further the two objectives for Step 2 and maximize Indigenous participation. The work plan must be submitted electronically in MS Word format to the Project Authority.	Prior to the first session, at an appropriate date determined by the Project Authority
<b><i>Deliverable #2: Five (5) Sessions with the possibility of two (2) more optional sessions</i></b>		
<b>Item</b>	<b>Description</b>	<b>Timing</b>
Draft agenda	Identifies the purpose of the session, the format, timing of activities, and other logistical details, based on the Contractor's expertise, the draft engagement work plan, and initial conversations with Finance Canada officials. The draft agenda must be submitted electronically in MS Word format to the Project Authority.	~4 weeks before session (~2 weeks before the first session, as it is expected to be introductory)
Final agenda	Identifies the purpose of the session, the format, timing of activities, and other logistical details, based on the feedback received from Finance Canada officials and the participating Indigenous groups. The final agenda must be submitted electronically in MS Word format to the Project Authority for approval.	~3 weeks before session (~1 week before the first session, as it is expected to be introductory)
Invitations	Develop, distribute communication materials required for the session, as outlined in the draft/final agenda, including (but not limited to): invitations, meeting materials, and logistics.	~2 weeks before session
Coordination	Liaise with the presenters, as outlined in the agenda, to coordinate and share meeting materials (e.g., presentations, discussion questions, polling questions) with participants.	~2 weeks before session
Facilitation and logistics	Deliver virtual facilitation of the sessions, including, but not limited to: managing the agenda, security, online chats, virtual polls, multiple breakout rooms, as well as hosting and facilitating the session.	N/A
Session report	Summarizes the discussion of the session, situates the discussion within the broader engagement work plan, and includes a list of participants. The report will focus on issues on which consensus is reached and note differing perspectives where consensus was not reached. The session report must be submitted electronically in MS Word format to the Project Authority for approval.	~2 weeks after session

\* Deliverable timelines are estimates only, and will be identified by the Project Authority for each session



## 6.0. Limitations of Scope

The Contractor is expected to perform the functions specifically outlined in Sections 4 and 5.

## 7.0. Responsibilities

The Project Authority will:

- (1) Manage the contract and coordinate with the Contractor;
- (2) Perform the roles assigned to the Project Authority in Section 5; and
- (3) Coordinate payment.

Departmental officials will:

- (1) Work with the Contractor to discuss the objectives and progress of the Step 2 engagement, and to prepare for the sessions;
- (2) Perform the roles assigned to the Department in Section 4; and
- (3) Participate in the sessions.

The Contractor will perform the functions specifically outlined in Sections 4 and 5.

## 8.0. Language Requirements

The Contractor must be able to communicate effectively, orally and in writing, in English.

## 9.0. Security Requirements

Upon completion, the Contractor agrees not to make public or disclose the nature of any details of their services. To this end, the Contractor will be required to sign a non-disclosure agreement. The Government of Canada also retains the right to disclose the name of the Contractor, and to release the Contractor from confidentiality provisions of this contract.

## 10.0. Location of Work

All work will be completed virtually.

## 11.0. Travel and Living Requirements

The Travel and Living Requirements do not apply.





## ANNEX B

### BASIS OF PAYMENT

#### Professional Services:

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the following Basis of Payment for work performed under Annex A of this solicitation for all identified deliverables, Harmonized Sales Tax (HST) extra.

**RFP Title: Facilitation for Multilateral Sessions on Indigenous Economic Participation in Trans Mountain**

**Contract Period:** Date of Contract award – August 31, 2021

#### Work Plan and Initial Facilitation Sessions

Required Deliverable	Deadline	Number of Sessions	Price per session	All Inclusive firm price
Engagement work plan	Prior to the first session, at an appropriate date determined by the Project Authority	N/A	N/A	
Facilitation Sessions	Contract award to August 2021	5		
<b>Sub Total</b>				
<b>Taxes</b>				
<b>Grand Total</b>				

#### Optional Facilitation Sessions

Required Deliverable	Deadline	Number of Sessions	Price per session	All Inclusive firm price
Optional Facilitation Sessions	Contract award to August 2021	2		
<b>Sub Total</b>				
<b>Taxes</b>				
<b>Grand Total</b>				



**ANNEX C**  
**SECURITY REQUIREMENTS CHECKLIST**

**Please see attached SRCL**



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

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

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

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  No / Non  Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
(Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with **no** overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale **sans** entreposage de nuit?  No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
---------------------------------	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>  Not releasable / À ne pas diffuser <input type="checkbox"/>  Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>   Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>   Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
---	--	--

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité
--



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

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
 Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET-SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES			

Special comments:  
 Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
 If Yes, will unscreened personnel be escorted?  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No  Yes  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  Non  Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No  Yes  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  Non  Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



## ANNEX D

### NON-DISCLOSURE AGREEMENT

#### Non-Disclosure Agreement

I, [REDACTED], recognize that in the course of my work as an employee or subcontractor of [REDACTED], I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract No. [REDACTED] between Her Majesty the Queen in right of Canada, represented by the Minister of the Department of Finance Canada and [REDACTED], including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract  
No.: [REDACTED]

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Contractor Name)



## ANNEX E

### TECHNICAL EVALUATION CRITERIA AND BASIS OF SELECTION

#### Highest Combined Rating of Technical Merit (70%) and Price (30%)

It is understood by the parties submitting proposals, that, to qualify, bidders **must** meet all mandatory requirements as well as the minimum score identified for the point rated criteria. The contract will be awarded based on a determination of best value taking into account both the technical merit of the proposal and the price evaluations. To arrive at an overall score achieved by a firm, a weighting has been established whereby technical merit will be valued at 70% of the bid and price at 30%.

For the purpose of ranking all technically acceptable proposals, the following ratios will factor in the technical and the price components to establish a total percentage score:

- 1) The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid,  $P_i$  is the evaluated price (P) of each responsive bid (i) (ie):  $PS_i = (LP / P_i) \times 30$ .
- 2) A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): the overall score (OS) is obtained by each responsive bid (i) for all the point rated technical criteria specified in Part 4, determined as follows: total number of points obtained / maximum number of points available. (ie)  $TMS_i = OS_i / OS \times 70$ .
- 3) The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:  $CR_i = PS_i + TMS_i$ .

The table below illustrates an example where the selection of the Contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

<b><i>EXAMPLE:</i> Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	<b>20</b>	<b>15</b>	<b>12</b>
<b>Bid Evaluated Price</b>	<b>C\$60,000</b>	<b>C\$50,000</b>	<b>C\$40,000</b>
<b>Calculations</b>	<b>Technical Merit Points</b>	<b>Price Points</b>	<b>Total Score</b>
<b>Bidder 1</b>	$(20 / 20) \times 70 = 70$	$(40,000^* / 60,000) \times 30 = 20$	90
<b>Bidder 2</b>	$(15 / 20) \times 70 = 52.5$	$(40,000^* / 50,000) \times 30 = 24$	76.5
<b>Bidder 3</b>	$(12 / 20) \times 70 = 42$	$(40,000^* / 40,000^*) \times 30 = 30$	72

\* represents the lowest evaluated price



The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event of two or more responsive bids having 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 will be recommended for award of a contract.

## Technical Bid Evaluation Grid – Facilitation for Multilateral Sessions on Indigenous Economic Participation in Trans Mountain

### Mandatory technical requirements

Item	Mandatory Requirement	Compliant	Reference to Proposal
<b>MT1</b>	<p>One (1) of the Bidder’s proposed resources must have experience planning, organizing, and executing large engagement processes or multilateral events with 50+ participants (e.g., registration and agenda development). Experience must be shown by providing a summary description of three (3) projects in the last ten (10) years. For each project, the Bidder must provide:</p> <ol style="list-style-type: none"> <li>1. Start and end date of the project;</li> <li>2. Project name and clear work description; and</li> <li>3. Name, phone number, email address of client(s).</li> </ol> <p>Not explaining and detailing the nature and content of the work will result in rejection of the proposal.</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No	
<b>MT2</b>	<p>One (1) of the Bidder’s proposed resources must have experience facilitating, moderating, and mediating large multilateral events with 50+ participants. Experience must be shown by providing a summary description of three (3) projects in the last ten (10) years. For each project, the Bidder must provide:</p> <ol style="list-style-type: none"> <li>1. Start and end date of the project;</li> <li>2. Project name and clear work description; and</li> <li>3. Name, phone number, email address of client(s).</li> </ol> <p>Not explaining and detailing the nature and content of the work will result in rejection of the proposal.</p>	<input type="checkbox"/> Yes  <input type="checkbox"/> No	
<b>MT3</b>	<p>One (1) of the Bidder’s proposed resources must have experience hosting events on a virtual platform (e.g., Zoom). Experience must be shown by providing a summary description of one (1) project in the last three (3) years. For each project, the Applicant must provide:</p> <ol style="list-style-type: none"> <li>1. Start and end date of the project;</li> <li>2. Project name and clear work description;</li> </ol>	<input type="checkbox"/> Yes  <input type="checkbox"/> No	





	<p>3. Name, phone number, email address of client(s). Not explaining and detailing the nature and content of the work will result in disqualification of the application.</p>		
<b>MT4</b>	<p>One (1) of the Bidder's proposed resources must have experience with preparing written reports (e.g., minutes or meeting summaries). A minimum of two (2) reports in the last five (5) years is required. For each report, the Applicant must provide:</p> <ol style="list-style-type: none"> <li>1. Start and end date of the project;</li> <li>2. Project name and clear work description;</li> <li>3. Name, phone number, email address of client(s).</li> </ol> <p>Not explaining and detailing the nature and content of the work will result in disqualification of the application.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>MT5</b>	<p>The Bidder and its proposed resources must not have participated in regulatory processes related to the Trans Mountain Pipeline System (e.g., submissions to the National Energy Board or Canada Energy Regulator). The Bidder's proposal must clearly respond to this criteria, and failure to do so will result in rejection of the bid.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>MT6</b>	<p>The Bidder and its proposed resources must not be a participant in the Department of Finance's Step 2 engagement on Indigenous economic participation in Trans Mountain ('participation' is defined as having a contract or contribution agreement in relation to Step 2 engagement activities). The Bidder's proposal must clearly respond to this criteria, and failure to do so will result in rejection of the bid.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



**Rated technical requirements**

85 rated points are available. Bidders must score a minimum of 64 points (75%) to be compliant.

Item	Rated Requirement	Points	Reference to Proposal
<b>RT1</b>	In addition to the MT1 criteria, one (1) of the Bidder's proposed resources should demonstrate additional experience. Five (5) points for each additional project above the minimum in MT1 will be awarded up to a maximum of three (3) projects. For each project, the same information requested for MT1 is required.	Points available: 15	
<b>RT2</b>	In addition to the MT1 criteria, one (1) of the Bidder's proposed resources should demonstrate experience specific to Indigenous groups. Five (5) points for each project where more than half of the participants are Indigenous will be awarded, up to a maximum of two (2) projects.	Points available: 10	
<b>RT3</b>	In addition to the MT2 criteria, one (1) of the Bidder's proposed resources should demonstrate additional experience. Five (5) points for each additional project above the minimum in MT2 will be awarded up to a maximum of three (3) projects.	Points available: 15	
<b>RT4</b>	In addition to the MT2 criteria, one (1) of the Bidder's proposed resources should demonstrate experience specific to Indigenous groups. Five (5) points for each project where more than half of the participants are Indigenous will be awarded, up to a maximum of two (2) projects.	Points available: 10	
<b>RT5</b>	One (1) of the Bidder's proposed resources should be able to demonstrate having knowledge of Indigenous Peoples in British Columbia or Alberta, including their history, politics, rights (e.g., treaty rights), and economic development. This experience may be demonstrated through professional experience with Indigenous groups in British Columbia or Alberta.  Information to be submitted should include, but is not limited to: a detailed resume, which includes work experience, and outcomes achieved in past roles. Evaluation will be based on:	Points available: 15	



	<p>a) Total years of direct work experience with Indigenous groups in British Columbia or Alberta (<b>10 points max.</b>):</p> <ul style="list-style-type: none"> <li>o More than five (5) years (10 points);</li> <li>o Between three (3) and five (5) years (6 points)</li> <li>o Between one (1) and three (3) years (3 point)</li> </ul> <p>b) Experience providing professional services to British Columbia and/or Alberta indigenous groups (<b>5 points max.</b>):</p> <ul style="list-style-type: none"> <li>o Professional experience with BC <u>and</u> Alberta Indigenous groups (5 points)</li> <li>o Professional experience with BC <u>or</u> Alberta Indigenous groups (2 points)</li> </ul>		
<b>RT6</b>	<p>The Bidder should demonstrate an understanding of the Department’s objectives for the Step 2 engagement. Information to be submitted should include, but is not limited to:</p> <p>A narrative (2500 words max.) describing the Bidder’s approach to delivering the tasks identified in the Statement of Work in order to further the objectives for Step 2 and maximize Indigenous participation, as identified in the Statement of Work.</p> <p>The narrative will be evaluated as follows:</p> <ul style="list-style-type: none"> <li>a) Developing an engagement work plan, in collaboration with Departmental officials, to guide the multilateral phase of Step 2 (<b>up to 10 points</b>)</li> <li>b) Executing and hosting a minimum of five (5) virtual multilateral sessions between February and August 2021 (<b>up to 10 points</b>)</li> </ul> <p><b>Evaluation Assessment:</b> the Bidder’s approach to each section (a through b) above will be evaluated using the Evaluation Grid below for a score out of 10 points for each up to a maximum of 20 points.</p>	Points available: 20	



<b>Evaluation grid for RT6</b>	
<b>Excellent (10 points)</b>	Provides an excellent approach that addresses all requirements identified in the Statement of Work, to achieve a high quality delivery of the project objectives.
<b>Good (8 points)</b>	Provides a good approach that addresses all requirements identified in the Statement of Work, to achieve a high quality delivery of the project objectives with minor adjustments.
<b>Satisfactory (5 points)</b>	Provides a satisfactory approach that addresses all requirements identified in the Statement of Work, to achieve a high quality delivery of the project objectives with a few key adjustments.
<b>Unsatisfactory (2 points)</b>	Provides an unsatisfactory approach, which fails to address all requirements identified in the Statement of Work and/or will not realistically achieve a high quality delivery of the project objectives.
<b>No Response (0 points)</b>	Provides no approach, which fails to address all requirements identified in the Statement of Work and/or will not achieve the delivery of the project objectives.