



RETURN BIDS TO:

Attention : Brian Leblanc
Department of Finance Canada
fin.procurement-approvisionnement.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

Title Financial Analysis of Trans Mountain Corporation	
Solicitation No: FIN-20200301	
Date of Amendment February 04, 2021	Amendment No. 002
GETS Reference No.: PW-20-00939234	
Solicitation Closes: at 02 :00 PM on February 18, 2021	
Solicitation Authority: Name: Brian Leblanc Title: Procurement and Contracting Officer Branch: Corporate Services Branch Email: fin.procurement-approvisionnement.fin@canada.ca	
Security Requirement: YES Personnel: Reliability Status Facility: Reliability Status Document Safeguarding: Reliability Status Additional details found in Annex C	
Estimated Contract Period: Date of award to August 31, 2021	
Option Periods: NO	Number of Option Periods: N/A
All enquiries regarding this proposal solicitation must be submitted in writing to the Solicitation Authority, no less than ten (10) calendar days prior to the Proposal Closing Date 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

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).

Nearly all of the 60 Indigenous groups that participated in Step 1 of the Department's engagement process indicated that additional financial information related to TMC and TMX was required as a precondition of advancing the engagement process. In Step 2, the Department has two objectives: (1) to build a consensus on the form of economic participation preferred by participating Indigenous groups and (2) to identify, or support the formation of, one or more counterparties that could represent them in a future negotiation with Canada. In pursuit of those objectives and in response to feedback received in Step 1, the Department is committed to procuring an independent financial analysis of TMC on their behalf.

In general, the Department's objective for this contract is to advance Step 2 engagement activities and to support participating Indigenous groups in making informed decisions about participating economically in Trans Mountain and participating in the Department's engagement process.

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 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) (<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 ten (10) 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.

An evaluation team composed of representatives of Canada and P1 Consulting will evaluate the bids.

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 website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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.

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.

Signature of authorized representative

Date



PART 6 – SECURITY REQUIREMENT

6.1

1. The Bidder must, at time of bid closing, hold a valid Designated Organization Screening (DOS) at the level of Reliability Status with approved Document Safeguarding Capability (DSC) at the level of Protected B issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Bidder's personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of Reliability Status granted or approved by the CISD, PWGSC.
3. The Bidder MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of Protected B. IT media approval must be granted for the same location as the DSC. Bidder must provide evidence of a previous authority to process information technology (IT) designation issued by PWGSC / CISD.

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

1. The Contractor must, at all times during the period of the contract, hold a valid Designated Organization Screening (DOS) at the level of Reliability Status with approved Document Safeguarding Capability (DSC) at the level of Protected B issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor's personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of Reliability Status granted or approved by the CISD, PWGSC.



3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of Protected B. IT media approval must be granted for the same location as the DSC.

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, 10th 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 section 4.0 and 5.0 of 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.

7.10 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 under the heading "Supplier Dispute Management Process".



ANNEX A

STATEMENT OF WORK

Financial Analysis of Trans Mountain Corporation

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).

Nearly all of the 60 Indigenous groups that participated in Step 1 of the Department's engagement process indicated that additional financial information related to TMC and TMX was required as a precondition of advancing the engagement process. In Step 2, the Department has two objectives: (1) to build a consensus on the form of economic participation preferred by participating Indigenous groups and (2) to identify, or support the formation of, one or more counterparties that could represent them in a future negotiation with Canada. In pursuit of those objectives and in response to feedback received in Step 1, the Department is committed to procuring an independent financial analysis of TMC on their behalf.

Wherever feasible, the Department is taking steps to increase transparency and to reinforce the integrity of its engagement process. From June 2020 to November 2020, Departmental officials solicited input from participating Indigenous groups on draft versions of this Statement of Work's objectives and deliverables, and incorporated that feedback into the final version to help ensure the contract aligns with the interests of participating Indigenous groups. The Department has also contracted the services of a fairness monitor to supervise the establishment and performance of this contract.

2.0. Objectives and Key Activities

In general, the Department's objective for this contract is to advance Step 2 engagement activities and to support participating Indigenous groups in making informed decisions about participating economically in Trans Mountain and participating in the Department's engagement process. Specifically, the Department has identified three key activities for this contract:

- (1) To procure a high-quality and independent financial analysis of TMC's forecasted financials at the time that TMX is in-service, including a compilation of relevant financial information;
- (2) To present that analysis and the information compilation to participating Indigenous groups, on a confidential basis (subject to non-disclosure agreements); and
- (3) To respond to questions from participating Indigenous groups in relation to the financial analysis.

Fairness Monitor

To assure participating Indigenous groups that the procurement process for the financial analysis, and the work of the Contractor, are both conducted fairly and transparently, the Department has also contracted P1 Consulting to act as a Fairness Monitor. The Fairness Monitor will perform two functions:

- (1) Assist in screening for conflicts of interests; and
- (2) Ensure the Contractor is able to perform the work described in Sections 4 and 5 in an objective and independent manner.

The Contractor will be obligated to notify the Fairness Monitor of issues that undermine the independence and objectivity of the work described in Sections 4 and 5. In turn, the Fairness Monitor will be required to resolve those issues, where feasible (e.g., subject to confidentiality issues), and report on those issues to participating Indigenous groups. Deliverables vis-à-vis the Fairness Monitor are specified in Section 4.



3.0. Contract Period

The contract period will be from date of contract award to August 2021. Due to the situation with COVID-19, timelines could be subject to change.

4.0. Tasks and Associated Schedule

Phase 1: Draft Report

Preliminary activities—Contract award to March 2021

The Contractor will work with officials from the Department, CDEV, and TMC to identify and to obtain all relevant financial data and information that is needed to produce the deliverables outlined in Section 5. The Fairness Monitor will check in periodically to ensure that the Contractor is able to perform its role in an independent and objective manner.

Financial analysis—March to April 2021

The Contractor will perform its role vis-à-vis the deliverables outlined in Section 5. The Contractor will be able to request additional information, as required. Officials from the Department, CDEV, and TMC will be available to answer any questions, and the Fairness Monitor will check in periodically to ensure that the Contractor is able to perform its role in an independent and objective manner.

Delivery of draft report and draft report review—April 2021

The Contractor will share a draft report with officials from the Department, CDEV, TMC, and the Fairness Monitor for review. Comments from the Department, CDEV, and TMC (e.g., to correct errors, to review for confidentiality issues) will be delivered to the Contractor through the Fairness Monitor. Moreover, the Fairness Monitor will liaise with the Contractor to ensure the draft report was prepared in an independent and objective manner.

Phase 2: Final Report

Delivery of final report—May 2021

The Contractor will finalize the report and deliver it to the Department.

Phase 3: Presentation

Presentation and Q&A—May to August 2021

The final report will be shared with participating Indigenous groups subject to non-disclosure agreements. Additionally, the Contractor will be invited to give a presentation to participating Indigenous groups at a multilateral meeting, where the Contractor would be required to respond to questions from participating Indigenous groups.

Phase 4: Additional Analysis and Questions

Additional Analysis and Questions—May to August 2021

The Contractor may be required to perform additional analyses (for corrective or clarification purposes) and answer additional questions about the final report.

5.0. Deliverables

Deliverable	Description	Deadline	Effort
<i>Draft report</i>	(1) Free cash-flow analyses of TMC as of TMX's in-service (i.e., a minimum of three scenarios using baseline throughput of 80 per cent capacity, mid-level throughput of 88 per cent, and maximum throughput of 95 per cent), with the analysis extending for 20 years (i.e., for the life-cycle of the	April 2021	50%



	<p>shipper agreements), and terminal values using a cost-of-service model and re-contracted shipper agreements. This should include a scenario analysis of potential costs at completion (e.g., existing, +5%, +10%) and potential growth scenarios beyond the expanded pipeline system (to be determined by TMC). The analyses should weight the various scenarios for costs and revenues, and include TMC's weighted expected internal rate of return and EBITDA at TMX in-service, based on the expected scenarios; and</p> <p>(2) A literature review on forecasted oil production in western Canada and demand for transportation capacity (e.g., pipeline, rail), including information on the benefits (e.g., netbacks) of increasing pipeline export capacity out of western Canada.</p>		
<i>Final report</i>	The draft report will be finalized after review by officials from the Department, CDEV, and TMC.	May 2021	30%
<i>Presentation + Q&A</i>	The Contractor will be invited to give a presentation to participating Indigenous groups at a multilateral meeting, where the Contractor would be required to respond to questions from participants.	May to August 2021	20%
<i>Additional Analysis and Questions</i>	The Contractor may be required to perform additional analyses (for corrective or clarification purposes) and answer additional questions about the final report.	May to August 2021	Up to 75 Hours

6.0. Limitations of Scope

The Contractor is expected to perform the functions specifically outlined in Sections 4 and 5. Notably, the Contractor will not be performing work in relation to the Government's eventual divestment of TMC.

7.0. Conflicts of Interest

To maintain the integrity of the Department's engagement process, the Contractor must not have existing commercial relationships with CDEV or TMC. Furthermore, applicants that participated in the regulatory process related to Trans Mountain will be excluded. The Fairness Monitor will work with Departmental officials to help ensure the procurement process for the Contractor is fair, open, and transparent, with emphasis on screening for conflicts of interest.

8.0. Responsibilities

Departmental officials will:

- Manage the contract and coordinate with the Contractor;
- Perform the roles assigned to the Department in Section 4;
- Manage the use of sensitive information (e.g., approving the release of commercially confidential information in the Contractor's report);
- Deliver the Contractor's report to participating Indigenous groups; and
- Coordinate payment.

CDEV and TMC officials will:

- Perform the roles assigned to CDEV and TMC in Section 4; and
- Manage the use of sensitive information (e.g., approving the release of commercially confidential information in the Contractor's report).

The Fairness Monitor will:



- Perform the roles referred to in Section 4.

The Contractor will:

- Perform the functions assigned to the Contractor in Sections 2, 4, and 5.

9.0. Language Requirements

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

10.0. Security Requirements

1. The Contractor must, at all times during the period of the contract, hold a valid Designated Organization Screening (DOS) at the level of Reliability Status with approved Document Safeguarding Capability (DSC) at the level of Protected B issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. The Contractor's personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of Reliability Status granted or approved by the CISD, PWGSC.

3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of Protected B. IT media approval must be granted for the same location as the DSC.

11.0. Location of Work

All work will be completed virtually (e.g., teleconference, Zoom, email).

12.0. 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: Financial Analysis of Trans Mountain Corporation

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

Phases 1 to 3

Required Deliverable	Deadline	Payment (% of Total)	All Inclusive firm price
Draft Report	April 2021	50%	
Final Report	May 2021	30%	
Presentation of Final Report to Indigenous Groups and Q&A	May to August 2021	20%	
Sub Total			
Taxes			
Grand Total			

Phase 4

Required Deliverable	Deadline	Hours	Hourly Rate	Extended Total
Additional Analysis and Questions as required	May to August 2021	Up to 75 hours as required		
Sub Total				
Taxes				
Grand Total				



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 Department of Finance Canada		2. Branch or Directorate / Direction générale ou Direction EDCF	
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 The Department is seeking to procure a high-quality and independent financial analysis of Trans Mountain Corporation's forecasted financials at the time that the Trans Mountain Expansion Project is in-service, including a compilation of relevant financial information, on behalf of Indigenous groups participating in the Department's engagement process on economic participation in Trans Mountain.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> 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?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> 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? (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)		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
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.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> 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?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> 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 checked="" 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 checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	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 :	Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	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 checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" 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"/>	



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 checked="" 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 EMPLACEMENTS | | | |
- 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



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

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?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / 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?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / 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).



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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Shaun Fantauzzo		Title - Titre Senior Analyst	Signature Fantauzzo, Shaun <small>Digitally signed by Fantauzzo, Shaun Date: 2020.12.21 13:11:25 -05'00'</small>
Telephone No. - N° de téléphone 613-795-6662	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel shaun.fantauzzo@canada.ca	Date December 21, 2020
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Darren Costain		Title - Titre Director, Security Services	Signature Costain, Darren <small>Digitally signed by Costain, Darren Date: 2020.12.21 14:10:40 -05'00'</small>
Telephone No. - N° de téléphone 613-415-7118	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Darren.Costain@Canada.ca	Date December 21, 2020
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Brian Leblanc		Title - Titre Procurement Officer	Signature Leblanc, Brian <small>Digitally signed by Leblanc, Brian DN: C=CA, O=GC, OU=FIN-FIN, CN=Leblanc, Brian Reason: I am the author of this document Location: your signing location here Date: 2020.12.21 14:46:17-05'00' Foxit PhantomPDF Version: 10.1.0</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date



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

Financial Analysis of Trans Mountain Corporation

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.

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

Mandatory security requirements

Item	Mandatory Requirement	Compliant (Y/N)	Reference to Proposal
MS1	<p>1. The Bidder must, at time of bid closing, hold a valid Designated Organization Screening (DOS) at the level of Reliability Status with approved Document Safeguarding Capability (DSC) at the level of Protected B issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).</p> <p>2. The Bidder’s personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of Reliability Status granted or approved by the CISD, PWGSC.</p> <p>3. The Bidder MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of Protected B. IT media approval must be granted for the same location as the DSC. Bidder must provide evidence of a previous authority to process information technology (IT) designation issued by PWGSC / CISD.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Mandatory technical requirements

Item	Mandatory Requirement	Compliant (Y/N)	Reference to Proposal
MT1	<p>The Bidder’s proposed Project Lead must demonstrate that they have experience acting as a financial analyst (e.g., performing a discounted cash-flow analysis) on a minimum of three (3) projects in the last seven (7) years, valued at \$100+ million. For each project, the Bidder must provide:</p> <ol style="list-style-type: none"> 1. Start and end date of the project; 2. Project name and clear work description; and 3. Name, phone number, email address of client(s). <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	
MT2	<p>At least one (1) of the Bidder’s proposed resources must have experience in preparing detailed written reports for clients. A minimum of two (2) reports in the last five (5) years is required. For each project, the Bidder must provide:</p> <ol style="list-style-type: none"> 1. Start and end date of the project; 2. Project name and clear work description; and 3. Name, phone number, email address of client(s). <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	
MT3	<p>At least one (1) of the Bidder’s proposed resources must have a degree from a recognized university with a specialization in one of the following: accounting, business administration, commerce, economics, or finance.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
MT4	<p>The Bidder and its resource(s) must not have existing commercial relationships with Canada Development Investment Corporation or Trans Mountain Corporation (or any of its direct or indirect subsidiaries). The Bidder’s proposal must clearly respond to this criteria. Failure to do so will result in rejection of the bid.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
MT5	<p>The Bidder and its proposed resources must not have participated in regulatory processes related 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. Failure to do so will result in rejection of the bid.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Rated technical requirements

Projects referenced in any one Rated Requirement may be reused for other Rated Requirements.

80 rated points are available. Bidders must score a minimum of 60 points (75%) to be compliant.

Item	Rated Requirement	Points	Reference to Proposal
RT1	<p>In addition to the criteria found within MT1, the Bidder’s proposed Project Lead should demonstrate additional experience. Five (5) points for each additional project above the established minimum of three projects in MT1 will be awarded up to a maximum of three (3) projects.</p>	Points available: 15	
RT2	<p>At least one (1) of the Bidder’s proposed resource(s) should demonstrate experience in conducting financial analyses of projects in the energy, utility, or project finance sector, valued at \$250+ million, in the last twenty (20) years. Five (5) points for each project will be awarded up to a maximum of four (4) projects.</p> <p><i>For greater clarity, the “utility” sector refers to any sector where the firm under consideration was subjected to economic regulation (e.g., pipeline, telecommunications, electricity), and an understanding of the regulation was pertinent to the financial analysis. The “project finance” sector refers to projects that were financed on the basis of a contractually committed revenue-stream (e.g., a power-purchase agreement or take-or-pay contract).</i></p>	Points available: 20	
RT3	<p>At least one (1) of the Bidder’s proposed resource(s) should demonstrate experience in conducting financial analyses of projects in the midstream oil and gas sector valued at \$250+ million, in the last twenty (20) years. Five (5) points for each project will be awarded up to a maximum of two (2) projects.</p>	Points available: 10	
RT4	<p>At least one (1) of the Bidder’s proposed resource(s) should demonstrate experience in working on relevant M&A transactions, or valuations, in the energy, utility, or project finance sector, valued at \$100+ million, in the last twenty (20) years. Five (5) points for each transaction (or valuation) will be awarded up to a maximum of four (4) transactions (or valuations).</p> <p><i>For greater clarity, the “utility” sector refers to any sector where the firm under consideration was subjected to economic regulation (e.g., pipeline, telecommunications, electricity), and an understanding of the regulation was pertinent to the financial analysis. The “project finance” sector refers to projects</i></p>	Points available: 20	



	<i>that were financed on the basis of a contractually committed revenue-stream (e.g., a power-purchase agreement or take-or-pay contract).</i>		
RT5	At least one (1) of the Bidder's proposed resource(s) should demonstrate experience providing financial/economic advice to, Indigenous groups (e.g., First Nations, Métis organizations, Tribal Councils, Indian Act bands) in North America (e.g., on investment opportunities), in the last twenty (20) years. Five (5) points for each project will be awarded up to a maximum of two (2) projects.	Points available: 10	
RT6	At least one (1) of the Bidder's proposed resource(s) should hold one of these professional designations: CBV or CFA. Five (5) points will be awarded.	Points available: 5	