



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION5

1.1 INTRODUCTION.....5

1.2 SUMMARY.....5

1.3 DEBRIEFINGS6

1.4 SET-ASIDE FOR ABORIGINAL BUSINESS.....6

1.5 OWNER/EMPLOYEE CERTIFICATION - SET-ASIDE FOR ABORIGINAL BUSINESS..... **ERROR! BOOKMARK NOT DEFINED.**

1.6 SET-ASIDE UNDER THE PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS6

PART 2 - BIDDER INSTRUCTIONS.....7

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS7

2.2 SUBMISSION OF BIDS7

2.3 ENQUIRIES - BID SOLICITATION8

2.4 APPLICABLE LAWS.....8

2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD8

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

3.1 BID PREPARATION INSTRUCTIONS.....9

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION10

4.1 EVALUATION PROCEDURES10

4.1.1 TECHNICAL EVALUATION10

4.1.2 FINANCIAL EVALUATION.....10

4.2 BASIS OF SELECTION10

4.2.1 HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE10

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION12

5.1 CERTIFICATIONS REQUIRED WITH THE BID.....12

5.1.1 INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES.....12

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION13

5.2.1 INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION.....14

5.2.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION.....15

5.2.3 STATUS AND AVAILABILITY OF RESOURCES.....15

5.2.4 EDUCATION AND EXPERIENCE15

5.2.5 FORMER PUBLIC SERVANT.....15

5.2.6 ABORIGINAL DESIGNATION.....17

PART 6 - SECURITY.....19

6.1 SECURITY REQUIREMENTS19

PART 7 - RESULTING CONTRACT CLAUSES20

7.1 STATEMENT OF WORK20

7.1.2 TASK AUTHORIZATION20

7.2 STANDARD CLAUSES AND CONDITIONS22



| | | |
|--|---|-----------|
| 7.2.1 | GENERAL CONDITIONS | 22 |
| 7.3 | DISPUTE RESOLUTION | 22 |
| 7.4 | SECURITY REQUIREMENTS | 23 |
| 7.5 | TERM OF CONTRACT | 23 |
| 7.5.1 | PERIOD OF THE CONTRACT | 23 |
| 7.5.3 | OPTION TO EXTEND THE CONTRACT | 23 |
| 7.6 | COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs) | 23 |
| 7.7 | AUTHORITIES | 24 |
| 7.7.1 | CONTRACTING AUTHORITY | 24 |
| 7.7.2 | PROJECT AUTHORITY | 24 |
| 7.7.3 | CONTRACTOR'S REPRESENTATIVE | 24 |
| 7.8 | PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS | 25 |
| 7.9 | PAYMENT | 25 |
| 7.9.1 | BASIS OF PAYMENT – LIMITATION OF EXPENDITURE | 25 |
| 7.9.2 | METHOD OF PAYMENT | 25 |
| 7.10 | INVOICING INSTRUCTIONS | 26 |
| 7.11 | CERTIFICATIONS AND ADDITIONAL INFORMATION | 26 |
| 7.11.1 | COMPLIANCE | 26 |
| 7.11.3 | SACC MANUAL CLAUSES | 26 |
| 7.12 | APPLICABLE LAWS | 27 |
| 7.13 | PRIORITY OF DOCUMENTS | 27 |
| 7.14 | FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR) | 27 |
| 7.15 | INSURANCE | 27 |
| 7.16 | CONTRACT ADMINISTRATION | 27 |
| ANNEX “A” - STATEMENT OF WORK | | 29 |
| ANNEX “B” - BASIS OF PAYMENT | | 35 |
| ANNEX “C” - SECURITY REQUIREMENTS CHECK LIST | | 36 |
| ANNEX “D” - TASK AUTHORIZATION FORM | | 39 |
| APPENDIX “1” - EVALUATION CRITERIA | | 41 |
| 1. | TECHNICAL CRITERIA | 41 |
| 1.1 | MANDATORY EVALUATION CRITERIA | 41 |
| 1.2 | EVALUATION OF RATED CRITERIA | 42 |
| 2. | FINANCIAL CRITERIA | 45 |
| 2.1 | MANDATORY FINANCIAL CRITERIA | 45 |
| APPENDIX “2” - FINANCIAL PROPOSAL FORM | | 46 |
| 1. | FEES | 46 |
| APPENDIX “1” TO ANNEX “A”- DETAILED PROCEDURES, ROLES, AND RESPONSIBILITIES | | 49 |
| FOR TASKS UNDER THIS CONTRACT | | 49 |



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

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



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Task Authorization Form 572 and any other annexes and attachments.

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

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for the objective to hire a Contractor whose main function will be to recruit, assign and supervise work, facilitate consensus-based decisions by convened Expert Review Panels for the IFI, and to document and report on their findings and recommendations on the merits and risks of each assessed application.

Specifically, the Contractor will:

- Create and maintain a pool of SMEs with varying subject matter expertise and other criteria detailed below (Section 4.1 and Annexes 1 and 2);
- Coordinate the participation of SMEs in ERPs;
- Facilitate consensus discussions of SMEs in ERPs;
- Document and report on each ERP's consensus findings and recommendations to NRCan
- Poll and report to NRCan lessons learned from each successive ERP.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Industrial Security](#)



[Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract.

1.3 Debriefings

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

1.4 Set-aside under the Procurement Strategy for Aboriginal Business

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](#) of the Supply Manual.

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.



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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

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

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

Delete: 60 days

Insert: 120 days

2.2 Submission of Bids

Bidders must submit all proposals electronically. Given the current constraints on NRCan's networks, the electronic mail system has a limit of 1GB per single message received and a limit of 20GB per conversation. Bidders are asked to contact the Contracting Authority to confirm receipt of their bid. NRCan encourages bidders to submit all bids earlier than the closing time in order to ensure sufficient time to be received in NRCan's server.

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

- Send proposals to this email address: daniel.burley@canada.ca

The email address above is reserved for the submission of your proposal. No other communication should be sent to that address.

- Contact the Contracting Authority [Daniel Burley](#) at [343-543-7809](tel:343-543-7809) by either telephone call or email for receipt of bid confirmation.



IMPORTANT

It is requested that you write the following information in "Subject" of the e-mail:

[NRCan-5000059792](#)

Due to the nature of the bid solicitation, bids transmitted by mail or facsimile to NRCan will not be accepted.

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

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 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 requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (1 electronic copy)
- Section II: Financial Bid (1 electronic copy) in a separate file and document
- Section III: Certifications (1 electronic copy)
- Section IV: Additional Information (1 electronic copy)

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

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

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

Section I: Technical Bid

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

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix "2". The total amount of Applicable Taxes must be shown separately.

Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Appendix "1" – Evaluation Criteria.

4.1.2 Financial Evaluation

Mandatory financial evaluation criteria are included in Appendix "2" – Financial Proposal Form.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 43/75 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 75 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 % .
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

| Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%) | | | | |
|---|------------------------------|-----------------------------|----------------------------|----------------------------|
| | Bidder 1 | Bidder 2 | Bidder 3 | |
| Overall Technical Score | 115/135 | 89/135 | 92/135 | |
| Bid Evaluated Price | \$55,000.00 | \$50,000.00 | \$45,000.00 | |
| Calculations | Technical Merit Score | $115/135 \times 70 = 59.63$ | $89/135 \times 70 = 46.15$ | $92/135 \times 70 = 47.70$ |
| | Pricing Score | $45/55 \times 30 = 24.55$ | $45/50 \times 30 = 27$ | $45/45 \times 30 = 30$ |
| Combined Rating | 84.18 | 73.15 | 77.70 | |
| Overall Rating | 1st | 3rd | 2nd | |



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity [Provisions of the Standard Instructions \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#integrity-provisions\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#integrity-provisions), 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.

5.1.2.1 Set-aside for Aboriginal Business

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.

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:

1. 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".

2. 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

5.2 Certifications Precedent to Contract Award and Additional Information

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



5.2.1 Integrity Provisions – Required Documentation

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

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

Name of Bidder: _____

OR

Name of each member of the joint venture:

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

Identification of the administrators/owners:

| SURNAME | NAME | TITLE |
|---------|------|-------|
| | | |
| | | |
| | | |
| | | |
| | | |



5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.4 Education and Experience

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

5.2.5 Former Public Servant

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

Definitions



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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:



- a. name of former public servant; _____
- b. conditions of the lump sum payment incentive; _____
- c. date of termination of employment; _____
- d. amount of lump sum payment; _____
- e. rate of pay on which lump sum payment is based; _____
- f. period of lump sum payment including:
 - start date _____
 - end date _____
 - and number of weeks _____
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

| Professional fees | Amount |
|-------------------|--------|
| _____ | _____ |
| _____ | _____ |

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

5.2.6 Aboriginal Designation

Who is eligible?

- a) An Aboriginal business, which can be:
 - i) a band as defined by the Indian Act
 - ii) a sole proprietorship
 - iii) a limited company
 - iv) a co-operative
 - v) a partnership
 - vi) a not-for-profit organization

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



OR

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

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

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

- Our Company is NOT an Aboriginal Firm, as identified above.
- Our Company is an Aboriginal Firm, as identified above.

Signature

Date



PART 6 - SECURITY

6.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.2 Task Authorization

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

7.1.2.1 Task Authorization Process

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

1. The Contract Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex D .
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and method(s) of payment as specified in the Contract.
3. The Contractor must provide the Contract Authority, within 10 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Contract Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.4 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.1.2.5 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.



The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted *on a* quarterly basis to the Contracting Authority.
The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 5 calendar days after the end of the reporting period.

Reporting Requirement- Details

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

For each authorized task:

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

For all authorized tasks:

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



7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

[2035 \(2020-05-28\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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

7.3 Dispute Resolution

Mediation

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

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

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

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the



Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

7.4 Security Requirements

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, **PWGSC**.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, **PWGSC**.
5. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C
 - b) *Contract Security Manual* (Latest Edition).

7.5 Term of Contract

7.5.1 *Period of the Contract*

The period of the Contract is from date of Contract to May 31, 2022 inclusive

7.5.3 *Option to Extend the Contract*

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.6 Comprehensive Land Claims Agreements (CLCAs)

The Contract is not subject to any Comprehensive Land Claims Agreements.



7.7 Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Daniel Burley
Title: [Procurement Specialist](#)
Organization: Natural Resources Canada
Address: [580 Boot St, Ottawa ON, K1A 0E4](#)
Telephone: 343-543-7809
E-mail address: Daniel.burley@canada.ca

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

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

The Project Authority for the Contract is:

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

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

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

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



7.8 Proactive Disclosure of Contracts with Former Public Servants

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

7.9 Payment

7.9.1 Basis of Payment – Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.9.1.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____. (*Insert the amount of Limitation of Expenditure from 7.9.1*) Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.9.2 Method of Payment

Monthly Payment



Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

7.9.3 Time Verification

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

7.10 Invoicing Instructions

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

E-mail:

nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca

Note: Attach "PDF" file. No other formats will be accepted

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

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the Contract number: _____

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

7.11 Certifications and Additional Information

7.11.1 Compliance

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

7.11.3 SACC Manual Clauses

[A3000C](#) (2014-11-27) - Aboriginal Business Certification



7.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

7.13 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions [2035 \(2020-05-28\)](#), General Conditions - Higher Complexity – Services;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Security Requirements Check List (*if applicable*);
- f) the signed Task Authorizations (including all of its annexes, if any);
- g) Appendix “1” to Annex “A”, Detailed procedures, roles and responsibilities for tasks under this contract;
- h) the Contractor's bid dated _____,

7.14 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

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

OR

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

7.15 Insurance

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

7.16 Contract Administration

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





ANNEX “A” - STATEMENT OF WORK

SW.1.0 TITLE

Management and Coordination of the Indigenous Forestry Initiative’s Expert Review Panel, 2021-2023

SW.2.0 BACKGROUND

Natural Resources Canada’s (NRCan) **Indigenous Forestry Initiative (IFI)** provides funding to support Indigenous-led economic development in Canada’s forest sector. The expected results of the IFI are to increase the number of Indigenous communities that engage in and benefit from economic development arising from opportunities in the forest sector, as well as to increase the investment and collaboration between Indigenous peoples and other natural resource development stakeholders, including governments, industry, and non-governmental organizations.

The objectives of the IFI are consistent with the Department’s Core Responsibility 3 - Globally Competitive Natural Resource Sectors, and are aligned with the Government of Canada’s commitment to a renewed nation-to-nation relationship with Indigenous Peoples.

Eligible projects under the IFI include:

- a) Studies, plans, evaluations, assessments or related activities to identify or develop economic or business opportunities;
- b) Strategic, business, human resources, marketing and financial planning or community natural resource economic development planning;
- c) Identification of opportunities, application and development of agreements or licenses related to natural resource development;
- d) Development or expansion of Indigenous joint ventures, partnerships or businesses related to natural resource development;
- e) Capacity development and training to support natural resource projects;
- f) Development of tools, technology, products, services and systems for natural resource development;
- g) Engineering design, environmental planning and permitting or other project design activities for natural resource development; and
- h) Site development, facility construction and commissioning, and business start-up and expansion operations.

The IFI Program is administered by NRCan, based in Ottawa, and supported by regionally-based Indigenous Forestry Liaison Officers.

The IFI program has a year-round continuous intake of project applications and accepts applications online. The program sets a deadline for applications to facilitate batch reviews of applications at least once a year; and based on the availability of funding, reserves the option to review individual applications or small batches at other times of the year, as needed.

The IFI has annual base funding of \$1.0 million. Under Budget 2019, and as approved by Treasury Board in March 2020, the Indigenous Forestry Initiative was expanded and extended to invest a total of \$15.6 million over three years (2020-2023); \$13 million in total contributions to Indigenous recipients.



NRCan takes funding decisions for submitted applications, informed by internal analysis, and supported by recommendations from a convened “Expert Review Panel” (ERP). ERPs are an advisory body of subject matter experts (SMEs). When NRCan receives an application, and conducts a preliminary assessment of completeness and eligibility, an ERP will be convened and tasked to review and assess the application, come to consensus, and make recommendations to NRCan on the merits and risks of the proposed project.

The objective of this contract is to hire a Contractor to convene and manage IFI Expert Review Panels, as and when required by NRCan, and to recruit, manage, and maintain a pool of Subject Matter Experts to perform the required assessments of submitted IFI applications.

ERPs under this contract will be convened as and when required by NRCan to review applications received by the IFI Secretariat between the periods July 2021 to March 2023, with an option to extend the contract in one-year increments, until March 2026.

For more information about the program, please visit the IFI Website at <https://www.nrcan.gc.ca/science-and-data/funding-partnerships/funding-opportunities/forest-sector-funding-programs/indigenous-forestry-initiative/13125>.

SW.3.0 OBJECTIVES OF THIS CONTRACT

Each year the amount of funding requested through applications exceeds the available IFI Budget. The purpose of having an ERP is to ensure that government funding is distributed in a transparent manner through an objective and fair process. Final funding decisions are made by NRCan management, informed by the independent reviews of applications by SMEs and the consolidated comments and recommendations of the ERP and other considerations as are relevant.

The objective of this contract is to hire a Contractor whose main function will be to recruit, assign and supervise work, facilitate consensus-based decisions by convened Expert Review Panels for the IFI, and to document and report on their findings and recommendations on the merits and risks of each assessed application.

Specifically, the Contractor will:

- Create and maintain a pool of SMEs with varying subject matter expertise and other criteria detailed below (Section 4.1 and Annexes 1 and 2);
- Coordinate the participation of SMEs in ERPs;
- Facilitate consensus discussions of SMEs in ERPs;
- Document and report on each ERP’s consensus findings and recommendations to NRCan
- Poll and report to NRCan lessons learned from each successive ERP.

SW.4.0 PROJECT REQUIREMENTS

SW4.1 Tasks, Deliverables, Milestones and Schedule

The work will be assigned on an as and when needed basis via Task Authorizations for two primary tasks:

- 1) To recruit, manage, and maintain a pool of Subject Matter Experts; and,
- 2) To convene and manage IFI Expert Review Panels.



Taken together, these tasks will ensure the Contractor can remain responsive to the needs of NRCan, to allow the Department to be transparent, evidence-based, and inclusive in funding decisions taken in delivery of the IFI program.

Each Task is summarized below, and detailed in Annexes 1 and 2; including details on purpose, expected procedures, and roles and responsibilities.

1) To recruit, manage, and maintain a pool of Subject Matter Experts

The Contractor will be tasked to establish, manage, and maintain a pool of qualified Subject Matter Experts (SMEs) that can in turn be tasked to review and make recommendations to NRCan for submitted applications to the Indigenous Forestry Initiative.

The Contractor will be expected to conduct activities to recruit SMEs with varying specializations, and will endeavor to capture sufficient breadth of membership within the pool to allow NRCan to meet representation targets for convened Expert Review Panels (ERPs). NRCan targets: 75% or more Indigenous participation as SMEs on each ERP; achieving gender balance; and achieving geographic (regional) and official languages diversity.

Recruited SMEs shall include experts in the following specialized fields:

- SMEs in Indigenous Economic Development;
- SMEs in Forestry (Sustainable Forest Management Policy, Practices, and Operations);
- SMEs in Business Development / Business Finance;
- SMEs in Forest Products Manufacturing; and,
- Indigenous Youth Panelists.

In this role, the Contractor will advertise, recruit and to manage relationships to ensure sufficient SMEs are available to review applications for NRCan, with reasonable notice and responsiveness.

2) To convene and manage IFI Expert Review Panels

The Contractor will be tasked to undertake a range of activities to see the effective delivery of recommendations to NRCan on the merits and risks (independent and relative) of applications submitted to the Indigenous Forestry Initiative.

Detailed requirements, procedures, and roles and responsibilities of the Contractor are detailed in Annexes 1 and 2. In summary, the Contractor will:

- confer with the Project Authority to co-develop a strategy for reviewing applications (either



individually, or in larger groups of applications);

- coordinate the on-boarding, training, and access to NRCan systems for SMEs
- convene and manage SMEs throughout the duration of each ERP;
- facilitate, document, and report on consensus discussions for each ERP, summarizing recommendations to NRCan on the individual and relative merits and risks of proposed projects.

Note: For each application, the Contractor shall collect from NRCan and collate the individual scores and comments prior to the consensus meeting, facilitate and document consensus discussions, and facilitate and document a summary and consensus recommendation to NRCan. Where multiple applications are being reviewed, the Contractor may submit one report, that collates the summaries and recommendations for each project.

- study and report lessons learned for each successive ERP, with advice for improvements.

SW4.1.1 Information on Tasks Authorizations:

NRCan anticipates holding a minimum of one call for proposals in 2021-2022; with additional calls in 2021-2022 and 2022-2023 dependent on the availability of contribution funding (no additional funds are anticipated at this time, so only one call for proposals is guaranteed under this contract).

As announced in each call for proposals, NRCan will set a deadline for IFI application submissions and will notify potential applicants via public announcement, social media, email and website. Applications submitted prior to that deadline will be considered for a contribution against available IFI funds. Outside of any calls for proposals, on the basis of available funding, NRCan may elect to have individual or small batches of applications received throughout the year to be assessed ad hoc by SMEs (as detailed in Annex 2 Procedures) or may elect to hold them until a subsequent call for proposals.

Note: The Minister of Natural Resources announced the 2021 call for proposals on May 5, 2021. Applications received by July 7, 2021 will be reviewed for consideration against a current unallocated budget of \$6.2 million for 2021-2023, and \$1 million per year thereafter.

With an aim to announce funding decisions by October 1, 2021, NRCan anticipates issuing a Task Authorization to recruit, manage and maintain a pool of Subject Matter Experts immediately upon signature of this contract. NRCan is also tentatively targeting mid/late-August 2021 to host consensus meetings for ERPs convened in early August 2021.

Any and all subsequent Task Authorizations will be dependent on the continued availability of funds, and/or the identification of new funds. Task Authorizations for recruiting and managing SMEs may also be issued on the annual anniversary of this contract, where the Project Authority and Contractor agree that additional recruitment to maintain sufficient numbers of SMEs within the Contractor's pool of experts is warranted.

NRCan also retains the option to issue Task Authorizations under this contract for additional recruitment, or ERPs with specific SMEs (for specific subject matter specializations) to assess and make recommendations to NRCan on the merits and risks of projects proposed by Indigenous individuals or organizations, that were submitted (solicited



or unsolicited) to other transfer payment programs delivered by Natural Resources Canada. Such considerations will be taken in consultation with the Contractor and respective SMEs, with no less than 30 calendar days notice (unless agreed by the Contractor).

SW.4.2 Method and Source of Acceptance

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

SW.4.3 Technical, Operational and Organizational Environment

Delivering individual application reviews and expert review panels will require the use of Integro (unless NRCan communicates otherwise). Integro is the external, client and reviewer facing side of a Client Relationship Management (CRM) information management system. Applicants apply to the IFI through the online application, and reviewers will access and assess the applications through the same platform. The system requires reviewers to register via a GCKey. Should Integro be experiencing technical difficulties, the Contractor will need to work collaboratively with Project Authority, to provide alternative means of secure access to IFI applications and reviewers forms and collecting scores and evaluation comments from the reviewers.

The Contractor may use any proposed technology or software to collate and visualize individual SME reviews of applications to facilitate and document consensus discussions.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's Obligations

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

- Sign and comply with the terms of a non-disclosure agreement provided to the Contractor by NRCan; ensure that all Subject Matter Experts sign a non-disclosure agreement; and exclude the participation of SMEs in specified ERPs (or individual application reviews) where a perceived, potential or actual conflict of interest has been identified.
- Maintain all documentation in a secure area;
- Treat and keep all documents and proprietary information as confidential;
- Identify any conflicts of interest with NRCan or individual applicants and identified project partners
- Submit all written draft reports in electronic Microsoft Word and/or Excel format; and final reports in PDF format.
- Confer with the Project Authority, as necessary throughout the term of the contract.

SW.5.2 NRCan Obligations

- Periodically review the Contractor's pool of experts to ensure sufficient depth of membership for their specializations, diversity and geographic indices; and issue a Task for the Contractor to recruit additional SMEs;
- To the extent possible, translate applications to English or French as required to accommodate official



language preferences of the Contractor, the Contractor's employees, and sub-contracted SMEs;

- Offer other assistance or support, as appropriate.
- Ensure continued operation and access to NRCan's Integro platform during convened ERPs, or to otherwise provide the Contractor and SMEs as much advance notice as possible for planned maintenance outages of the Integro platform
- Ensure the availability of on-call staff during weekday evening hours (until 8 PM Eastern Time) and from 8 AM to 8 PM on Saturdays, to respond to questions and Integro access needs of SMEs during the period they are conducting individual application reviews.

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

The majority of the work will be conducted by the Contractor on their premises (or virtually). The Expert Review Panel consensus (group) sessions will be virtual. The Contractor will host all virtual meetings, and provide the necessary technology to do so (i.e. to ensure virtual meeting platforms are high quality, interruption free, and not time-limited).

SW.5.0 GLOSSARY

SW.6.1 Relevant Terms, Acronyms and Glossaries

Where the term "Indigenous" or Indigenous Peoples" is used in this Statement of Work, it is in reference to First Nations, Métis, and Inuit peoples.



ANNEX “B” - BASIS OF PAYMENT

(to be completed at contract award)



ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST



| |
|--|
| Contract Number / Numéro du contrat 164613 |
| Security Classification / Classification de sécurité UNCLASSIFIED |

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

| PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE | | |
|---|---|---|
| 1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Natural Resources Canada | | 2. Branch or Directorate / Direction générale ou Direction NRCan |
| 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 maintain a pool of subject matter experts and facilitate reviews of applications for IFI Funding | | |
| 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? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (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"/> | Restricted to: / Limité à: <input type="checkbox"/> | Restricted to: / Limité à: <input type="checkbox"/> |
| Specify country(ies): / Préciser le(s) pays: | Specify country(ies): / Préciser le(s) pays: | 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 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 <input type="checkbox"/> | COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/> | SECRET <input type="checkbox"/> |
| TOP SECRET <input type="checkbox"/> | | TOP SECRET <input type="checkbox"/> |
| TRÈS SECRET <input type="checkbox"/> | | TRÈS SECRET <input type="checkbox"/> |
| TOP SECRET (SIGINT) <input type="checkbox"/> | | TOP SECRET (SIGINT) <input type="checkbox"/> |
| TRÈS SECRET (SIGINT) <input type="checkbox"/> | | TRÈS SECRET (SIGINT) <input type="checkbox"/> |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED





Government of Canada / Gouvernement du Canada

| |
|--|
| Contract Number / Numéro du contrat |
| 164613 |
| Security Classification / Classification de sécurité UNCLASSIFIED |

| | |
|--|--|
| 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? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité : | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 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? Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document : | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 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"/> TOP SECRET – SIGINT / TRÈS SECRET – SIGINT <input type="checkbox"/> SITE ACCESS / ACCÈS AUX EMPLACEMENTS | <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> NATO SECRET / NATO SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET |
| 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? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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? | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |



| |
|--|
| Contract Number / Numéro du contrat 164613 |
| Security Classification / Classification de sécurité UNCLASSIFIED |

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 | 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).



ANNEX "D" - TASK AUTHORIZATION FORM

| TASK AUTHORIZATION | | | | |
|--|----------------------------|--|---------------------|---------------|
| Contractor: | | | | |
| | | | Financial coding: | |
| Contract number: | | | | |
| Task number: | | | Date: | |
| TA Request (for completion by Technical authority) | | | | |
| 1. Task Description of the Work required: | | | | |
| | | | | |
| 2. Date | | From: | To: | |
| 3. Work location | | | | |
| 4. Travel Requirement | | [] Yes [] No Specify: | | |
| 5. Others Conditions /Restraints | | [] Yes [] No Specify: | | |
| 6. Basis of paiement : | | Total estimate Cost (Firm Per Diem) [] OR Firm Price (package) [] | | |
| 7. Level of security clearance required for the contractor's personnel | | [] Reliability [] Secret | | |
| 8. Linguistic need | | [] English and French [] English [] French The categories of personnel requiring bilingualism include: | | |
| TA Proposal [For completion by Contractor] | | | | |
| 9. Cost breakdown for reference purposes | | | | |
| Name + Level of Proposed resource | PWGSC Security File Number | Firm Per Diem Rate | Estimated # of Days | Total cost |
| | | | | |
| | | | | |
| Professional services - estimated cost | Total: | | | \$ |
| | | | | Taxes: |
| | | | | \$ |
| Grand Total: | | | | \$ |



| | | |
|--|------------------------------------|------|
| Travel & Living - estimated cost | Total: | \$ |
| | Taxes | \$ |
| | Travel & Living - Total | \$ |
| | Grand Total | \$ |
| Professional services & Travel & Living | | |
| TA Approval | | |
| 10. Signing Authorities | Signature | Date |
| Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor: _____ | | |
| Name, Title and Signature of Individual Authorized to Sign on Behalf of the Identified User – Technical Authority: _____ | | |
| Name, Title and Signature of the Contracting Authority _____ | | |
| 11. Base de paiement et facturation | | |
| <p>In Accordance with the article entitled “Basis of Payment” in the contract.</p> <p>Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the contract value.</p> <p>Invoices shall be sent in accordance with the invoicing instructions included in the Terms and Conditions of the contract.</p> | | |



APPENDIX “1” - EVALUATION CRITERIA

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

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

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

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

1. Technical Criteria

1.1 Mandatory Evaluation Criteria

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

| Mandatory Technical Criteria | | | |
|------------------------------|---|--------------------|---------------------------|
| Bidder’s Experience | | | |
| | | Met/ Not Met | Comments/ Observations |
| MT1 | <p>The bidder’s must demonstrate their experience facilitating expert review panels. In order to demonstrate this experience, the Bidder must provide written summaries of up to two (2) similar* projects delivered within the past five (5) years (60 months) from date of bid closing. Within each project summary, the Bidder should provide the following information:</p> <ol style="list-style-type: none"> 1. Name of client and brief description of the project; 2. Brief description of the type and scope of services provided, methodology used and results 3. Brief description of the role the Bidder played in providing these services (was the Bidder the Prime Contractor or a sub-contractor on the project); 4. Duration of the project, including the start and end dates (month/year to month/year); | | |



| Mandatory Technical Criteria Bidder's Experience | | |
|---|--------------------|---------------------------|
| | Met/ Not Met | Comments/ Observations |
| 5. Extent to which services were provided on time, on budget and in accordance with the established project objectives; and 6. Name, telephone number and/or email address of the client reference to whom the Bidder reported. The contact information may be used to validate the information provided.*Similar projects defined as: advisory committees, standards review committees, proposal review panels, and industry or academic review panel. | | |

1.2 Evaluation of rated criteria

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

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

Proposals will be evaluated based on the following criteria:

| Item | Requirement | Points | Proposal Page # |
|------|--|---|-----------------|
| RT1 | The Bidder's Understanding of the Work: The Bidder's approach demonstrates an understanding of the Indigenous Forestry Program, the role of the expert review panel, and the role of the Contractor. | The bidder will be evaluated based on the strength of understanding of the following and Indigenous participation in the delivery of work: 3 Points for understanding of funding application process of NRCan's Indigenous Forestry Initiative 3 points for understanding the role of the expert review panel 5 points for the role of the Contractor Maximum 11 points (See evaluation grid below) | |
| RT2 | The Bidder's Approach to the Work: The bidder's approach demonstrates a realistic and achievable deliverables framework including | The bidder will be evaluated based on the strength of detailed understanding of the following and Indigenous participation in the delivery of work: 5 points for understanding of the activities 5 points for understanding of the deliverables 5 points for milestones and timelines | |



| Item | Requirement | Points | Proposal Page # |
|------|--|---|-----------------|
| | practical time schedule, achievable milestones and work assignments. | <p>5 points for approach highlighting extent of Indigenous staff participation in each of the activities under the contract (e.g. Indigenous staff participating in all activities = 100% score, per evaluation grid below). Please indicate your expected scoring (i.e. identify what score out of 5 you feel you should receive for extent of Indigenous participation, with sufficient details to defend that score).</p> <p>Maximum 20 points</p> <p>(See evaluation grid below)</p> | |
| RT3 | <p><i>Bidder's Proposed Team</i></p> <p>The bidder proposes a strong team with experience in creating and maintaining a pool of bilingual subject matter experts and facilitating reviews of funding proposals.</p> | <p>The bidder will be evaluated based on the following:</p> <p>10 points for Proposed bidder / team including roles and their detailed CVs highlighting work undertaken in the area of project management including: Liaising with Indigenous communities, industry and/or academia to establish a pool; Developing criteria for vetting potential experts; Onboarding vetted subject matter experts; and Facilitating individual and group reviews of funding proposals.</p> <p>5 points if majority of the team is Indigenous. 2 points if majority of the team is bilingual.</p> <p>3 points for three (3) unique and verifiable references projects managed by the bidder / bidder's team.</p> <p>The minimum documentation required for each reference is as follows:</p> <ul style="list-style-type: none"> a) Name of client b) Name and phone number of client's contact c) Brief description of work undertaken d) Duration of the project, including the start and end dates (month/year to month/year) e) Name, telephone number and/or email address of the client reference to whom the Project Team Lead/member reported. <p>The contact information may be used to validate the information provided.</p> <p>Maximum 20 points</p> | |
| RT4 | <i>Experience:</i> | The bidder will be evaluated based on the number and type of projects, to a maximum of 3 projects. | |



| Item | Requirement | Points | Proposal Page # |
|---|---|---|-----------------|
| | The bidder demonstrates a collective and relevant experience working with Indigenous communities. | <p>For each of 3 projects: 2 points for experience on a team working on a project with Canadian Indigenous communities including First Nations, Métis and Inuit. Or 4 points for experience as a project lead on a project working with a Canadian Indigenous communities.</p> <p>Maximum 12 points</p> | |
| RT5 | <p>Knowledge:</p> <p>The Bidder demonstrates relevant experience and knowledge of the Canadian natural resources sector (forest, mining, energy).</p> | <p>The bidder will be evaluated based on the number and type of projects, to a maximum of 3 projects.</p> <p>For each of 3 projects: 1 point for experience on a team working on a project in the Canadian natural resources sectors. Or 2 points for experience as a project lead on a project working in Canadian natural resources sectors.</p> <p>Projects cited in RT4 cannot be used for RT5.</p> <p>Maximum 6 points</p> | |
| RT6 | <p>Experience:</p> <p>Evidence of existing access to/managing a pool of subject matter experts that meet the composition requirements outlined in SW 4.1</p> | <p>The bidder will be evaluated based on previous experience with managing or accessing a pool of qualified experts</p> <p>Type of pool: 2 points for a pool with Indigenous Economic Development Specialists 2 points for a pool with Forest Sector or Natural Resources Sectors Specialists 1 point for a pool with Business and/or Financial Specialists 1 point for bilingual pool</p> <p>Maximum 6 points</p> | |
| Maximum Total Points | | | 75 |
| Total points needed to be considered compliant | | | 43 |

| EVALUATION GRID | |
|-------------------------|---|
| Excellent (100%) | Rated criteria are covered in-depth and submitted information demonstrate a complete and deep understanding of all rated criteria elements. |



| | |
|------------------------|---|
| Very good (80%) | Submitted information clearly indicates a full understanding of all rated criteria elements. |
| Good (60%) | Submitted information clearly indicates a full understanding of most of rated criteria, but not all. |
| Fair (40%) | Submitted information indicates some understanding of criteria outlined, but do not demonstrate a full understanding of all rated criteria. |
| Poor (20%) | Submitted information indicates that the tenderer has a minimal understanding of criteria outlined. |

2. Financial Criteria

2.1 *Mandatory Financial Criteria*

Bidders must provide financial details as requested in this appendix. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.



APPENDIX "2" - FINANCIAL PROPOSAL FORM

1. Fees

The all-inclusive *firm unit price* for the completion of this project is in Canadian funds and does not include applicable taxes

Initial Peropd

| | | | |
|---|-----------------------|-----------------|---------------------------|
| Initial Contract Period: | | | |
| Date of Contract award to May 31, 2023 | | | |
| | (B) | (C) | (D) |
| Task | Max. SME rate allowed | Firm unit price | Total Cost (A x B x C) |
| Recruit/Manage Subject Matter Expert | N/A | \$ | \$_____/ SME |
| Manage/Coordinate the review an application | \$2,212.50 | \$ | \$_____/Application |
| Option Period 1: | | | |
| April 1, 2023 award to May 31, 2024 | | | |
| | (B1) | (C1) | (D1) |
| Task | Max. SME rate allowed | Firm unit price | Total Cost (A1 x B1 x C1) |
| Recruit/Manage Subject Matter Expert | N/A | \$ | \$_____/ SME |
| Manage/Coordinate the review an application | \$2,212.50 | \$ | \$_____/Application |
| Option Period 2: | | | |
| April 1, 2024 award to May 31, 2025 | | | |
| | (B2) | (C2) | (D2) |
| Task | Max. SME rate allowed | Firm unit price | Total Cost (A2 x B2 x C2) |
| Recruit/Manage Subject Matter Expert | N/A | \$ | \$_____/ SME |
| Manage/Coordinate the review an application | \$2,212.50 | \$ | \$_____/Application |
| Option Period 3: | | | |
| April 1, 2025 award to May 31, 2026 | | | |
| | (B3) | (C3) | (D3) |
| Task | Max. SME rate allowed | Firm unit price | Total Cost (A3 x B3 x C3) |



| | | | |
|--|-------------------|----|-----------------------|
| Recruit/Manage Subject Matter Expert | N/A | \$ | \$ _____ / SME |
| Manage/Coordinate the review an application | \$2,212.50 | \$ | \$ _____ /Application |
| | | | |
| Grand Total (For financial evaluation purposes only) – D + D1 + D2 + D3 | | | \$ |

*** LEVEL OF EFFORT PRESENTED HEREIN IS USED FOR EVALUATION PURPOSES ONLY AND IT IS NOT A COMMITMENT BY CANADA.**

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

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

Additional information to consider:

Recruit/Manage 1 Subject Matter Expert:

This should include services to:

- advertise and/or actively search for subject matter expert;
- solicit a resume/application;
- interview candidate;
- negotiate a contract/retainer agreement (may include progressive pay rates/yr);
- ensure candidate has adequate equipment for virtual meetings;
- collect/manage any additional information required to issue payments.

Manage/Coordinate the review of 1 application:

This bid will be the maximum cost that NRCan will pay to review any individual application, and will include 2 costing elements:

- 1) The bid will include the maximum costing for the required complement of Subject Matter Experts to review a technical application (at 3 hours work to review each application): including 1 Indigenous Economic Development Expert (at \$450/3hrs), 1 Forestry Specialist (at \$450/3hrs), 1 Business/Finance Specialist (at \$562.5/3hrs), 1 Forest Sector Technical Specialist (\$562.5/3hrs), and 1 Youth (at \$187.5/3hrs); for a total SME cost of \$2,212.50.
- 2) In addition to the total SME cost to review a technical application, the bid will include the Contractor’s fees (on a per-application costing) to:

- engage with the Project Authority to schedule and convene ERPs;
- confirm the availability of SMEs for scheduled ERPs;
- coordinate the planning and hosting of ERPs;
- ensure SMEs have access to NRCan systems to review applications;
- ensure SMEs have access to, and time dedicated for virtual consensus meetings;



- host, facilitate, and record notes of ERP consensus meetings (either as a single 30 minute session to review a single application or over longer periods to efficiently assess multiple applications tasked to the SMEs participating in each ERP);
- host, maintain, and secure any digital platforms/systems/files that enables to contractor to fulfil the contract, including files or systems that collect and collate SME reviews and consensus notes;
- collate SME reviews of applications (individual and collective), and consensus decisions for the application;
- submit a report (on a per application basis, collated with other applications reviewed during same ERP) to summarize SMEs' consensus decisions, and notes of merits and risks of the proposed projects.
- engage all ERP participants (including Government personnel) and prepare a report a lessons-learned report on the conduct and outcomes of the ERP, proposing where relevant how to improve future ERPs within the terms of the existing contract;
- perform any other activity or obligation detailed in the Statement of Work for this Contract.



APPENDIX “1” TO ANNEX “A”- DETAILED PROCEDURES, ROLES, AND RESPONSIBILITIES FOR TASKS UNDER THIS CONTRACT

Note: If there is a discrepancy between the wording of this Annex and the Task Authorization Process indicated in the Article of Agreement of the contract, the wording of the Task Authorization Process has priority over the wording of this annex.

Time shall be of the essence by all parties to the Contract to hold meetings, and confer on the development and issuance of Tasks by the Project Authority.

TASK 1: Recruit and Manage Subject Matter Experts

Purpose

The purpose of this Task will be to enable the Contractor to establish and maintain a pool of qualified Subject Matter Experts (SMEs) that can be tasked to review and make recommendations to NRCan for submitted applications to the Indigenous Forestry Initiative.

Procedure

- 1) At any time during the contract, at the earliest opportunity (not less than 30 calendar days), the Project Authority will notify the Contractor of NRCan’s intent to convene one or more Expert Review Panels (ERPs), with target dates (approximate) for application reviews and consensus meetings, and provide an estimated volume (number) of applications.

Note: On May 5th, 2021, NRCan announced a call for proposals to the Indigenous Forestry Initiative, noting that applications received by July 7th, 2021 will be considered for funding against the Program’s available remaining budget of approximately \$6.2 million. NRCan has targeted October 1st, 2021 to take decisions on project funding. For the purposes of this bid, the Contractor can anticipate that the Project Authority will notionally target August 2nd through September 3rd, 2021 to convene ERPs¹, and anticipating a minimum of 125 applications².

- 2) Upon receipt of notification, the Contractor will contact their existing pool of SMEs to confirm the continued availability of each SME during the target dates.
- 3) The Contractor will subsequently supply the Project Authority with a listing of SMEs (including their names, expertise, diversity and geographic indices, and pay rates) available to participate in one or more ERPs during the target dates, and will confer with the Project Authority on whether a sufficient number of SMEs (by specialization) are available.
- 4) The Project Authority will assess the listing of available SMEs supplied by the Contractor. Where the Project Authority deems that the number of available SMEs (by specialization) may be insufficient for the anticipated volume of applications to review, the Project Authority will issue a Task for the Contractor to recruit additional SMEs.
- 5) Upon the issuance of Tasks, the Contractor and the Project Authority shall meet regularly (no less than

¹ For reference purposes, in 2020, NRCan requested that three ERPs be convened to assess 112 applications, with each ERP reviewing 33 to 40 applications.

² For reference purposes, NRCan received 20 applications to the IFI in 2017, 50 in 2018, 83 in 2019, and 112 applications in 2020.



weekly), to monitor the progress of the Contractor's efforts, and to prepare for future deliverables, milestones, and timelines.

- 6) Once the Task has been issued, the Contractor will have 30 calendar days to recruit all additional SMEs identified in the Task.
- 7) Once the Task has been completed by the Contractor, the Contractor shall provide an updated list of SMEs (including their names, expertise, diversity and geographic indices, and pay rates) to the Project Authority.
- 8) Once the Project Authority acknowledges the Task has been completed to their satisfaction, the Contractor may then submit related invoices to NRCan for payment.

TABLE: TASK TO RECRUIT AND MANAGER SUBJECT MATTER EXPERTS

| Tasks/Activities | Deliverables/Milestones | Time Schedule | Constraints |
|---|--|--|--|
| NRCan (the Project Authority) will notify the Contractor of NRCan's intent to convene one or more Expert Review Panels (ERPs). | Notification from the Project Authority (or designated representative) will be by e-mail. | Notifications may occur at any time during the contract, when NRCan determines a need to convene ERPs; not less than 30 calendar days before target dates to convene ERPs unless agreed by the Contractor. | The Project Authority will provide the Contractor with target dates (approximate) to convene ERPs, and an estimated number of applications. |
| Contractor will assess the status of their existing pool of Subject Matter Experts (SMEs), and provide the Project Authority with a list of available SMEs. | Listing in MS Excel format that details the names, subject matter expertise specializations, Indigenous identity (including First Nation, Métis, Inuit, or non-Indigenous), gender, English and French fluency, and province/territory of residence. | Not more than 7 calendar days from date of notification by the Project Authority of NRCan's intent to convene ERPs. | The Contractor will confer with the Project Authority on whether a sufficient number of SMEs (by specialization) are available to participate in ERPs during the targeted dates, and/or whether additional recruitment of SMEs will be required. |
| Where a Task to recruit, and manage SMEs is deemed necessary, and a Task has been issued, the Contractor shall recruit at minimum, the number and specializations of SMEs identified in the Task. | The Contractor shall prepare and carry out active recruitment efforts to create, expand, or maintain a pool of SMEs for IFI ERPs – including at minimum, all activities listed as "Roles and Responsibilities of the Contractor" (Annex 1, below) for Task to recruit and manage SMEs. As SMEs are recruited, the Contractor shall provide the Project Authority with an updated listing of SMEs, in MS Excel format, as described in the above task/activity in this table. | All recruitment of SMEs (at minimum in the numbers and specializations identified in the Task) shall be completed within 30 calendar days of issuance of the Task. | Recruitment efforts shall continue under the Task, until the Project Authority is satisfied that the Task has been completed, or the Project Authority otherwise accepts the listing of SMEs as sufficient for planned ERPs. |



Roles and Responsibilities of the Contractor

Under Tasks to recruit and manage SMEs, the Contractor's roles and responsibilities will include:

- To prepare a Statement of Work/Job Description for one or more of the required specializations of SMEs, that includes conditions of employment.
- To confer with the Project Authority, to have NRCan review and make recommendations on the Statement of Work/Job Description.
- Advertise for (publicly or through networking) or otherwise directly search for candidate SMEs with the necessary specializations, and who may meet desired diversity and geographic indices.
- Receive and review resumés or other key documentation for candidate SMEs, and interview candidates to assess their qualifications, suitability and interest in participating in ERPs, to consider their inclusion in the Contractor's pool of experts.
- Negotiate sub-contracts or employment offers with successful candidate SMEs, affirming all conditions of the sub-contract or job. Mandatory requirements for sub-contracts or offers of employment for which the Contractor will be liable are detailed in Annex 2 of this document.
- Maintain good relations with sub-contracted or employed SMEs, and periodically monitor their continued interest and availability to participate in ERPs.
- Notify NRCan in a timely manner if the Contractor's pool of experts ceases to include a minimum complement of necessary specializations for SMEs (as detailed in Annex 2 of this document).
- Actively poll SMEs in the pool for their continued interest and availability when the Project Authority notifies the Contractor of an intent to convene ERPs (as detailed in Procedure #1, above).
- Notify NRCan in a timely manner if the Contractor's pool of experts is unlikely to include sufficient SMEs to meet the Project Authority's estimated (and confirmed) volume of applications to review.
- Confer with the Project Authority on any developments or issues that may arise that may cause risk to the Contractor's ability to establish, manage, and maintain a pool of Subject Matter Experts.



TASK 2: Convene and Manage IFI Expert Review Panels (ERPs)

Purpose

The purpose of this Task will be to enable the Contractor to coordinate, facilitate, manage and report on the individual and group reviews of IFI applications by Subject Matter Experts (SMEs), convened as one or more Expert Review Panels (ERPs), to provide NRCan with consensus recommendations on the merits and risks of proposed projects.

Procedure

- 1) Following upon the Contractor's completion of Procedures #3 (or #6 where additional SME recruitment is required by the Project Authority) detailed above in the 'Task to Recruit and Manage Subject Matter Experts', the Project Authority will review and where satisfied, accept the Contractor's supplied list of SMEs available for one or more ERPs during the targeted dates.
- 2) Within 7 calendar days from the closing of any call for proposals to the IFI, or from the date of declaration by the Project Authority of NRCan's intent to convene one or more ERPs (outside of any calls for proposals), the Project Authority shall inform the Contractor of the total number, and technical nature of the applications to be reviewed.
- 3) The Contractor shall immediately thereafter meet with the Project Authority, to confer with the Project Authority on an appropriate strategy for reviewing the number and technical nature of applications submitted to NRCan.

Note: This strategy will establish how many ERPs to convene, the number and technical nature of the applications to be reviewed by each ERP, to assign SMEs to one or more of the ERPs, and to assign specific applications to be reviewed by specific SMEs on each ERP to ensure experts with the requisite specializations can adequately review each application.

To the extent possible, the strategy will ensure that SME representation on each ERP includes 75% or greater Indigenous participation, is gender-balanced, and has geographic (regional) and official languages diversity.

- 4) The Project Authority will take final decisions on the strategy, and issue to the Contractor a Task to convene and manage one or more IFI ERPs. The Task will detail the number of applications to be reviewed, a summary listing of the SMEs to be drawn from the Contractor's pool of experts and identify the ERP to which they will be assigned.

The Task will also comprise a detailed list of each application, those SMEs assigned to review that individual application, and calculate the total cost to NRCan for the review of that application. The total cost to review each application will not exceed the Contractor's bid in this Contract, but may be lower than that bid depending on the technical nature of the application and the corresponding number of SMEs required to review it (as detailed in Annex 2).

- 5) Upon the issuance of Tasks, the Contractor and the Project Authority shall meet regularly (no less than weekly), to monitor the progress of the Contractor's efforts, and to prepare for future deliverables, milestones, and timelines.
- 6) Once the Task to convene and manage one or more IFI ERPs is issued, the Contractor will notify all relevant SMEs, and will convene the ERP(s). The roles and responsibilities of the Contractor in convening, coordinating, facilitating, and managing the ERPs are detailed in the 'Roles and Responsibilities of the Contractor' section below.

Note: NRCan will provide the Contractor and SME reviewers with guidance on how to score and/or grade applications, with written instructions appended to the Task to convene and manage IFI ERPs, and verbally



as part of an instructional kick-off meeting of ERP participants immediately upon the Contractor convening the ERP.

- 7) Seven (7) calendar days after the conclusion of each ERP, the Contractor will submit a 'consensus' report to the Project Authority summarizing each reviewed project, each reviewer's most relevant comments, the consensus findings on the merits and risks of the proposed project, and related recommendations to NRCan. Where multiple ERPs are being held consecutively, one consolidated report for all ERPs may be submitted no more than seven (7) calendar days after the conclusion of the last ERP.
- 8) Upon receipt of the 'consensus' report, the Project Authority will have seven (7) calendar days to review and request changes to the report, but only where such changes do no alter the findings and recommendations made by ERPs. The Contractor will have an additional seven (7) calendar days to amend and re-submit the report. Once satisfied with the product, the Project Authority will accept the report.
- 9) Thirty (30) calendar days after the conclusion of an ERP (or the last ERP when multiple ERPs are held consecutively) the Contractor will submit to the Project Authority a 'lessons-learned' report, summarizing the conduct and lessons learned from convening the ERP(s), suggesting changes to NRCan's, the Contractor's, or SME Sub-Contractors/Employees Roles and Responsibilities, project assessment criteria or any other measures that might yield improved outcomes from future ERPs under the contract.
- 10) Upon receipt of the 'lessons-learned' report, the Project Authority will have seven (7) calendar days to review and request changes to the report, but only where such changes do no alter the findings and recommendations made by Contractor without the Contractor's concurrence. The Contractor will have an additional seven (7) calendar days to amend and re-submit the report. Once satisfied with the product, the Project Authority will accept the report.
- 11) Once the Project Authority acknowledges the Task has been completed to their satisfaction, the Contractor may then submit related invoices to NRCan for payment.

TABLE: TASK TO CONVENE AND MANAGE IFI EXPERT REVIEW PANELS

| Tasks/Activities | Deliverables/Milestones | Time Schedule | Constraints |
|---|---|--|---|
| The Project Authority shall provide the Contractor with the earliest possible notification of NRCan's intent to convene Expert Review RPs | Notification from the Project Authority (or designated representative) will be by e-mail. | Notifications may occur at any time during the contract, when NRCan determines a need to convene ERPs; not less than 30 calendar days before target dates to convene ERPs unless agreed by the Contractor. | The Project Authority will provide the Contractor with target dates (approximate) to convene ERPs, and an estimated number of applications. |
| The Project Authority shall provide the Contractor with the confirmed number and technical nature of applications to be reviewed by ERPs. | Notification from the Project Authority (or designated representative) will be by e-mail. | Within 7 calendar days of the closing of any IFI call for proposals, or from the date of declaration by the Project Authority of NRCan's intent to convene ERPs. | |
| The Contractor shall meet with the Project Authority, to confer | A proposed ERP strategy will be co-developed by the Project Authority and the Contractor, using MS Excel. | To the extent possible, the Contractor will meet with the Project Authority | The Project Authority will take all final decisions on the strategy. |



| | | | |
|--|---|---|---|
| on the development of a strategy for the review of the number and technical nature of applications submitted to NRCan. | The strategy shall consider the Contractor's provided listing of available SMEs, and those diversity targets identified by NRCan in Procedure #3 for the Task to convene and manage IFI ERPs (above) and under the "Procedure to co-develop a strategy to assign SMEs to review IFI applications" section in Annex 2. | immediately after being notified on the confirmed number and nature of applications to be reviewed by ERPs. | |
| The Project Authority will issue a Task to convene and manage IFI ERPs | The Task will stipulate specific deliverables/milestones for convening and managing ERPs. | The Task will stipulate specific timelines for convening and managing ERPs. | The Task will stipulate specific constraints for convening and managing ERPs. |
| The Contractor will convene, manage, facilitate, document, and otherwise enable the conduct of ERPs | The Contractor will undertake all necessary activities to ensure the successful conduct of ERPs, as stipulated in the Task to convene and manage IFI ERPs. At a minimum, such activities, deliverables, and milestones shall be consistent with those detailed in the "Roles and Responsibilities of the Contractor" section for the Task to convene and manage IFI ERPs (below). | The Task will stipulate specific timelines for convening and managing ERPs. | The Task will stipulate specific constraints for convening and managing ERPs. |
| ERP Consensus Report | The Contractor shall provide a report to the Project Authority on the results of the application evaluations, including a final grade for each application, recommendations, and notes on the merits and risks of each application in PDF, MS Word or MS Excel. | Within 7 calendar days following the conclusion of each ERP, or the conclusion of the last ERP when multiple ERPs are convened in close succession. | |
| Incurred costs and payments | The Contractor will incur costs as required and pay SMEs' professional fees for services in a timely fashion. | To the extent possible, SMEs should be reimbursed by the Contractor within 30 (and not more than 90) calendar days of submitting their invoices. | |
| ERP Lessons-Learned Report | The Contractor will provide a Lessons-Learned Recommendation Report to the Project Authority in MS Word or PDF format. | Within 30 calendar days after the end of any ERP session. | |



Roles and Responsibilities of the Contractor

Under Task to convene and manage one or more IFI ERPs, the Contractor's roles and responsibilities will include:

- To meet in a timely manner, and confer with the Project Authority once notified of the close of a call for proposals, or from the date of declaration by the Project Authority of NRCan's intent to convene one or more ERPs (outside of any call for proposals), to develop a strategy for reviewing applications submitted to NRCan (as detailed in Procedure #3, above).
- To assist the Project Authority as needed, to prepare a Task to convene and manage one or more IFI ERPs, including calculating the costs to review each individual application, according to its technical nature (as detailed in Procedure #4, above).
- To notify SMEs identified in the Task, and undertake any necessary sub-contracting or other measures to engage their services to participate in one or more ERPs. Once engaged, the Contractor will present the names of applicants for the proposals each SME is assigned to review, and have them identify conflict of interest (real, potential, or perceived), or otherwise sign a conflict of interest declaration attesting that no conflicts of interest exist for any applications they are assigned to review. Where conflicts of interest are identified, the Contractor will work with the Project Authority to reassign impacted applications to other qualified SMEs with the necessary specializations; or where feasible, to swap impacted applications with other SMEs until no conflicts of interest are determined to exist.
- To ensure SMEs have the necessary technology to engage in video conferencing using the Contractor's chosen platform, and to access NRCan's web-based Integro system to review applications and attachments.
- Prior to accessing applications on NRCan's Integro web-platform (or alternative means that NRCan identifies), the Contractor will ensure that all staff and sub-contractors shall sign a non-disclosure agreement with NRCan, to protect the confidentiality, business secrets, and intellectual property of applicants that may be presented in project proposals, or accompanying attachments.
- At the earliest opportunity after SMEs are engaged, the Contractor will formally convene each ERP, and host and facilitate a kick-off meeting (either for each individual ERP, or for multiple ERPs), that includes all the Contractor's staff, partners, sub-contractors (including SMEs) and government personnel who are participating in some capacity in the ERP(s).
- At the kick-off meeting, the Contractor shall secure the services (as part of the Contractor's bid) of an Indigenous elder, and invite the elder to ceremonially initiate the ERP process.
- At the kick-off meeting, the Contractor shall afford NRCan an opportunity to offer audio-visual instructions and training to the SMEs and other participants on how to register as a reviewer in Integro, and the criteria and templates by which they are to score or otherwise individually evaluate applications, and expectations for consensus discussions.
- Once the ERP(s) have been convened, the Contractor will ensure all SMEs are properly registered to use NRCan's Integro platform (or alternative means that NRCan identifies) and can access applications, and can download attachments.
- Once the ERP(s) have been convened, the Contractor will monitor the progress and needs of the SMEs, and relay needs to NRCan in a timely manner. During the time allotted to SMEs for individual review of applications, contact details for NRCan on-call staff will be relayed to the Contractor (Monday through Saturdays) should issues or needs arise during evening or weekend hours.
- No less than one (1) business day prior to scheduled ERP consensus meetings, the Contractor will coordinate with the Project Authority, to receive (in electronic format), copies of the comments of each SME registered in



Integro for each assigned application for review. The Contractor will ensure that all assigned SMEs have completed their individual reviews by that date. The Contractor may stipulate in sub-contracts or employment conditions any earlier deadlines for SMEs to complete their reviews prior to any scheduled ERP consensus meeting (to give the Contractor additional time to compile the comments in preparation for the forthcoming consensus meetings), but should will notify the Project Authority in advance, to ensure the Project Authority can properly schedule the transfer.

- The Contractor will host ERP consensus meetings in an efficient manner (either 30 minute meetings to review single applications, or in multiples of 30 minutes when an ERP is reviewing multiple applications).
- The Contractor will facilitate ERP consensus meetings to ensure they stay on schedule, are cordial and productive, and that consensus discussions and recommendations to NRCan yield good value to the Government of Canada.
- The Contractor will take written notes during the consensus meetings, to document salient points of the consensus discussions, and to give a visual point of reference to SMEs when formulating recommendations to NRCan on the merits and risks of each project proposal. The Contractor may also elect to record the consensus meetings, for their own reference when preparing the ERP 'consensus report' detailed in Procedure #6, above.
- The Contractor will ensure that each engaged SME has deleted and not retained any copies (electronic or otherwise) of applications and associated attachments.
- The Contractor will draft and submit the ERP 'consensus report' to the Project Authority, as detailed in Procedure #6, above.
- The Contractor will poll all SMEs that participated in the convened ERP(s), and draft and submit the 'lessons-learned report' to the Project Authority, as detailed in Procedure #8, above.
- Prior to accepting any submitted reports, the Contractor will consider and respond to the Project Authority's comments and requests for modifications to reports (as detailed in Procedures #7 and #9, above), and make requested changes as appropriate, to the Project Authority's satisfaction.



DETAILED OBLIGATIONS FOR THE CONTRACTOR TO PERFORM TASKS UNDER THIS CONTRACT

Introduction

This contract will require the Contractor to establish, manage, and maintain a pool of Subject Matter Experts (SMEs) to participate as required in Expert Review Panels (ERPs) over the course of the contract.

This Annex details those requirements NRCan has for the pool experts, and the respective descriptions, roles and responsibilities of Contractor in relation to SMEs.

Described Specializations and Pay Ranges for Subject Matter Experts

To adequately review and assess project proposals submitted to NRCan (of any technical nature), the required specializations for Subject Matter Experts (SMEs) are detailed herein. Details of the qualifications for each category of SME will be refined in consultation with NRCan prior to active recruitment.

SME in Indigenous Economic Development

Candidates should have awareness, knowledge and strong experience in Indigenous economic development. These SMEs will be called upon to assess an applicant's capacity and preparation to undertake the proposed project, validate community interest and support to the project, and gauge value for money for Canada's contribution (i.e. costs vs. economic outcomes/potential).

Candidates may perhaps have experience in delivering an Indigenous economic development transfer payment program, or as an economic development officer (or similar qualification) for an Indigenous entity (e.g. community economic development officer, executive/employee of an Indigenous economic development corporation).

Authorized Range of Pay: \$800/8 hr day -to- \$1,200/8hr day

SME in Forestry (Sustainable Forest Management Policy, Practices and Operations)

Candidates should have a strong awareness, knowledge, credentials, and experience in sustainable forest management (SFM) policy, practices, and operations. These SMEs will be called upon to assess an applicant's capacity and preparation to participate and/or lead SFM activities proposed in applications, or present a satisfactory plan to access, acquire, or build the necessary capacity to do so. The objective will be to ensure that the proposed project will enhance vs. abrogate Canada's global reputation as a leader in SFM, and to weigh and make recommendations to NRCan as to whether the proposed SFM activities and costs are balanced against stated economic development outcomes (i.e. is there strong value for money).

Candidates should also have awareness and knowledge of emerging SFM policy, practices, and operations, such as forest carbon markets (including carbon credits and bio-economy innovations); the use of LiDAR for forest resources inventories; heavy equipment used in forestry operations, etc.

Authorized Range of Pay: \$800/8 hr day -to- \$1,200/8hr day

SME in Forest Products Manufacturing



Candidates should have broad and diverse knowledge and experience in forest products (including non-traditional products such as bioenergy, biomass and bio-products, and non-timber forest products) manufacturing and/or designing forest product manufacturing processes and/or facilities. Specialists in select technologies will be considered, as needed.

These SMEs will be called upon to assess and review applicants' proposals to build, create, acquire, or otherwise engage in the use of equipment, technologies, processes, and intellectual property to manufacture forest products or provide technology-based service solutions to industry. Does the applicant have the capacity to pursue this project? Have they proposed an efficient and effective manufacturing process? Have they correctly scoped the manufacturing capacity and cost to the size of the market? Are they building a Kia or a Cadillac?

Authorized Range of Pay: \$800/8 hr day -to- \$1,500/8hr day

SME in Business Development and/or Business Finance

Candidates should have broad and diverse knowledge and preferably, experience in business start-ups and business administration, or business advisory services. These SMEs will be presented with project proposals that will range in sophistication in planning and preparation; projects that may range from wanting to explore opportunities in the forest sector, to potential social ventures to small start-ups, to early/mid-size expansions, to large forestry and/or manufacturing opportunities. Such entrepreneurial endeavours may be proposed under a multitude of business models and structures including joint-venture partnerships with major industry firms.

These SMEs will be called upon to critically-assess the applicant's and proposed project's business-readiness, the magnitude and critical risks of the opportunity and submitted business planning (if any). These SMEs will be expected to review in detail submitted feasibility studies, business plans, and associated financial forecasts (such as balance sheet and cash flow projections) to identify the strengths and risks of applicant's assumptions to formulate investment recommendations to NRCan. Will the project generate a profit? Does the venture need contributions from IFI to succeed? Are financial forecasts realistic and would Canada achieve value for money from an IFI contribution? Is the applicant's capitalization plan realistic? What positive and constructive feedback can NRCan offer?

Authorized Range of Pay: \$800/8 hr day -to- \$1,500/8hr day

Indigenous Youth Panelist

Candidates are individuals under 30 years of age, who are actively developing subject matter expertise in one of the above subject matter specializations.

These SMEs are invited to participate with an aim to gain experience in their field and as advisors. These SMEs will be called upon to assess projects, and provide their opinion on matters closest to their expertise, and broadly on aspects of the project the SME finds of relevance to youth. Does the project have a good commitment/plan for diversity, including youth, women, elders? Does the project advance social and economic objectives of one or more Indigenous communities?

Authorized Range of Pay: \$250/8 hr day -to- \$500/8hr day

For each specialization of SME, NRCan has identified the range (presented as daily rates, above) within which the Contractor may negotiate remuneration for services either as employees of the Contractor, or as sub-contractors. All



rates are exclusive of GST and other sales taxes. The Contractor will be required to assess the qualifications, and negotiate a rate of pay to the SME that reflects the candidate's knowledge, credentials, and experience. The Contractor will negotiate with candidate SMEs in good faith, to ensure pay equity between equally-qualified candidates/SMEs, regardless of gender, or Indigenous identity.

The Contractor may negotiate progressive rates of pay, for each year of the contract; but such rates shall not exceed the ranges detailed above. The Contractor is encouraged to negotiate in good faith, to ensure fair value to both the SME, and the Government of Canada. It is not expected that the Contractor will pay all SMEs at the maximum rates; such rates should be offered only to SMEs assessed by the Contractor to be leaders in their fields, or where market rates can be demonstrated to exceed the maximum rates identified for this contract.

NOTE:

Once the Task to convene and manage IFI ERPs has been completed to the satisfaction of the Project Authority, the Contractor shall then invoice NRCan for those applications reviewed, at the costs incurred for the rates paid to each SME, and the Contractor's management fee (detailed in the bid for this Contract). The costs approved in the Task Authorization may differ for each application, and may be lower than the bid quoted for this Contract (where SMEs are not paid at the top of their range, or only 4 SMEs are needed vs. 5, but will not exceed the bid quoted for this Contract.

The Contractor will receive no financial benefit for negotiating rates of pay to SMEs that are below the maximum rates detailed in the Statement of Work, but will endeavor to negotiate in good faith to achieve fair value for the Government of Canada. The Contractor's sole financial benefit under this contract will be from the management fees detailed in the bid.

Procedure to co-develop a strategy to assign SMEs to review IFI applications

- 1) As stipulated in Procedures #2 through 4 of the Task for convene and manage IFI ERPs (see Annex 1), the Contractor will confer with the Project Authority, to collaboratively develop a strategy for reviewing the number and technical nature of applications submitted to NRCan.
- 2) The Project Authority will decide upon the optimal number of ERPs to convene, and the number of applications each ERP shall review.
- 3) To the extent possible, each application shall be reviewed by 4 SMEs, including one of each of the following specializations:
 - 1 Indigenous Economic Development Specialist
 - 1 Forestry Specialist
 - 1 Business Development/Business Finance Specialist
 - 1 Indigenous Youth Panelist
- 4) Each application will be also be assessed by NRCan to determine the need for an additional SME review by a Forest Products Manufacturing Specialist, and whether a specific industrial specialty is required. In such cases, a 5th SME will be assigned to review the application.
- 5) The per-application rates of pay (prorated to 3 hrs/application) for all assigned SMEs, plus the Contractor's management fee submitted in this bid, will be calculated for each individual application, and detailed in the Task to convene and manage IFI ERPs.

Note: NRCan estimates any SME will need to commit 3 hours per application to individually review the proposal and all submitted attachments, grade the proposal using on-line scoring grids and evaluation forms (NRCan currently uses Integro, a web-based platform), including 25 minutes on average for project-specific



consensus discussions and an additional 5 minutes for comparative consensus summary. This includes time for the SME to participate in consensus discussions for projects assigned to the ERP, but not assigned to the SME to review, such that the SME may provide a friendly challenge function.

- 6) Where fewer than 30 applications are to be reviewed under a Task to convene and manage IFI ERPs, they may be reviewed by a single team of 4 SMEs (plus any required forest products manufacturing specialists) with NRCan participants on the ERP offering friendly challenge.

Note: Where fewer than 30 applications are to be reviewed, where the Project Authority is in agreement, the Contractor may call ERP consensus discussions on an ad hoc basis (i.e. 30 minute meetings to review one application, or in as many 30 minute increments as are necessary to complete all consensus discussions for tasked applications, where time is of the essence.

- 7) Where 30 to 50 applications are being reviewed, one ERP consisting of 8 SMEs (as detailed below, plus any required forest products manufacturing specialists) will be convened, with each SME reviewing between 15 and 25 applications.

- 2 Indigenous Economic Development Specialists
- 2 Forestry Specialists
- 2 Business Development/Business Finance Specialists
- 2 Indigenous Youth Panelists

During consensus discussions, those SMEs on an ERP that were not assigned to review a specific application, shall offer friendly challenge during the discussion, or otherwise add value to achieving consensus.

- 8) Where more than 50 applications are to be reviewed, two or more ERPs will be convened, targeting each to review approximately 40 applications (ranging from 30 to 50 applications).

MINIMUM TARGETED MEMBERSHIP IN CONTRACTOR'S POOL OF EXPERTS

The Contractor will be required to assess and anticipate demand (growth or reductions in numbers of applications) to the IFI, and endeavor to maintain a pool of experts of sufficient size and specializations to readily respond to declarations by the Project Authority throughout the duration of the contract, to convene one or more Expert Review Panels, with minimal need for additional recruiting just prior to the ERP(s).

For reference purposes, NRCan received 20 applications to the IFI in 2017, 50 in 2018, 83 in 2019, and 112 applications in 2020. In 2020, NRCan requested that three ERPs be convened (two concurrently) to assess 112 applications, with each ERP reviewing 33 to 40 applications.

At a minimum, the Contractor is required to maintain a pool of experts sufficient to host two concurrent ERPs (i.e. without any SME participating on both ERPs). SMEs may participate in consecutive ERPs, or where NRCan the Contractor, and the SME otherwise agree that an SME has the capacity and time to participate in two or more ERPs as part of any call for proposals; ensuring the SME can give their full due diligence to every assigned application.

The minimum pool complement shall include:

- 4 Indigenous Economic Development Specialists
- 4 Forestry Specialists;
- 4 Business and/or Financial Specialists;



- 4 Forest Industry Technical Specialists – including:
 - 1 Specialist with expertise in bioenergy, bioheat, biomass and related bioproducts (e.g. biochar) manufacturing
 - 2 Specialists with expertise in sawmill and other solid wood products manufacturing
 - 1 Specialist with expertise in non-timber forest products (e.g. mushrooms; essential oils; etc.)
- 4 Indigenous Youth Panelists.

To the extent possible, the pool should also allow NRCan to meet the diversity, gender, and geographic representation targets for each ERP as stated in Procedure #3 of the Task to convene and manage IFI expert review panels (see Annex 1).

Roles and Responsibilities of the Contractor

- The Contractor remains liable for all conduct of any and all sub-contractors (if applicable) and employees assigned to participate in delivery of this contract to NRCan.
- To ensure the SME has no other responsibilities or distractions during SME training or consensus meetings, other than service to the Contractor.
- The Contractor will monitor the progress of SMEs' reviews of assigned applications, to ensure the timely completion of all assigned reviews in advance of the consensus meeting. The Contractor will ensure SME reviews are completed no later than 9:00 AM Eastern Time on the business day prior to the start of the ERP consensus meetings. This is to give NRCan sufficient time to transfer electronically all SME reviews for each application to the Contractor, for collation and presentation at the ERP consensus meeting. The Contractor should build any additional time allowances they will need to complete their collation and preparation into SME review submission deadlines.

Roles and Responsibilities of the Contractor towards the Subject Matter Experts

- To ensure the SME has no other responsibilities or distractions during SME training or consensus meetings, other than service to the Contractor.
- To ensure the SME has sufficient technology, connectivity, and bandwidth to participate in prolonged videoconference meetings over the internet.
- To ensure the SME participates in any on-boarding, update, or training meetings that precede SME assignments.
- To ensure the SME registers with NRCan as a reviewer (by means provided by NRCan; presently NRCan will require the SME to register as a reviewer in the Integro web-platform), and sign any and all conflict of interest statements and non-disclosure agreements requested by NRCan and/or the Contractor.
- To ensure the SME commits to the timely independent review of all assigned applications, targeting completion no less than one business day before a scheduled consensus meeting (or additional time as stipulated by the Contractor in any/all SME sub-contracts/terms of employment).
- To ensure the SME performs all project reviews to the highest professional standard, providing frank comments and recommendations to NRCan on the SME's perceived merits and risks of proposed projects.



- To ensure the SME works in good faith, to achieve consensus within the ERP, on the overall merits, risks, and recommendations to NRCan, for each project, and their comparative ranking.
- To ensure the SME be responsive to the Contractor, when polled for reflections on the effectiveness and lessons learned in participating as part of the ERP.
- To act as the main communication channel between the SMEs and the Project Authority.

Roles and Responsibilities of NRCan

- To provide, via the Contractor, SMEs with sufficient background and training to efficiently and effectively perform independent reviews of applications and associated attachments.
- To collaborate with the Contractor, in respect to planning, timing, and content for all instructional training for SMEs to access and use NRCan's reviewers' platform (NRCan presently uses Integro, a web-base portal).
- To register all tasked SMEs to use Integro (or any other platform identified by NRCan);
- To issue to the Contractor and collect Non-Disclosure Agreements on the information presented in IFI applications and associated attachments (from the Contractor).
- To collect copies of Conflict of Interest attestations for each SME (collected from the Contractor), attesting no conflict to assigned applications or applicants.
- To provide SMEs with secure online access to pre-screened, eligible applications;
- To provide IFI application evaluation guidelines, scoring grids and evaluation forms;
- To provide translations of applications written in French into English (and vice-versa where warranted), as required by respective SMEs.
- To be responsive to the needs of the Contractor and SMEs with regards to access to NRCan platforms to perform reviews of IFI applications.
- To be responsive to the needs of the Contractor and SMEs to transmit project-specific comments and review scores to facilitate ERP consensus discussions.
- To otherwise be responsive to the needs of the Contractor and SMEs to ensure time is of the essence in all activities undertaken through this contract, and associated Task.
- The Contractor will act as the main communication channel between the SMEs and the Project Authority. In the period during which SMEs are independently reviewing applications, an NRCan contact will remain on-call in the evenings and on Saturdays to address any electronic access or other issues that may arise that the Contractor was not able to address.