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Important Notice to Bidders:

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.

Conditional Set-Aside Under the Procurement Strategy for Aboriginal Business

This procurement is conditionally set aside under the federal government Procurement Strategy for Aboriginal Business.

In order to be considered, the Bidder must certify that it qualifies as an Aboriginal business as defined under PSAB and that it will comply with all requirements of PSAB. If bids from two (2) or more Aboriginal businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Aboriginal businesses and will not consider bids from any non-Aboriginal businesses that may have been submitted.

For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](#) of the Supply Manual.



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 and Other Requirements: includes specific requirements that must be addressed by Bidders; and

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, Set-Aside for Aboriginal Business and any other annexes and attachments.

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

1.2 Summary

1.2.1 By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders for a horizontal evaluation to assess the relevance and performance (effectiveness, efficiency/economy) of the Indigenous Advisory and Monitoring Committees for Energy Infrastructure Projects.

1.2.2 The estimated period of the contract is from the date of Contract Award to March 31, 2022 inclusive.

1.2.3 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.

1.2.4 This procurement is subject to the following Comprehensive Land Claims Agreement:



- Maa-nulth First Nations Final Agreement

1.2.5 Conditional Set-aside under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Aboriginal Business (PSAB) if two or more bids have been received by Aboriginal businesses who are certified under the Procurement Strategy for Aboriginal Business (PSAB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058>).

If your Aboriginal business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Aboriginal businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Aboriginal businesses and will not consider bids from any non-Aboriginal businesses that may have been submitted.

If the bids from the Aboriginal businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Aboriginal businesses remain, bids from all of the non-Aboriginal businesses that had submitted bids will then be considered by the contracting authority.

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.



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 Sections 1 and 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”
- **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: 90 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: nrcan.quebecbid-soumissionquebec.mcan@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 Thérèse Richer by email therese.richer@canada.ca for receipt of bid confirmation.

IMPORTANT

Write the following in “Subject” of the e-mail: **NRCan-5000060201 - EVALUATION**

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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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 five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Basis for Canada's Ownership of Intellectual Property

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following reason: as set out in the [*Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*](#), to generate knowledge and information for public dissemination.



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.

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

- the 1st page of this RFP signed with their legal name;
- the name of the contact person (provide also this person's mailing address, phone numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.



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 and external members of the horizontal work group will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid PSAB certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, then all bids received will be evaluated.

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 1 - Evaluation Criteria and Appendix 2 - Financial Proposal Form.

4.2 Basis of Selection

4.2.1 Highest Rated Within Budget

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 36 points overall for the technical evaluation criteria which are subject to point rating and obtain the required minimum of points stated in Appendix 1 for each criterion which is subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.
3. In the event that two or more responsive bids have the same highest number of points, among these bids, the bid with the lowest evaluated price will be recommended for contract award.



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 Additional Certifications Required with the Bid

5.1.2.1 Conditional Set-aside for Aboriginal Business

This procurement is conditionally set aside under the federal government Procurement Strategy for Aboriginal Business (PSAB). If the certification (refer to Annex D) is not provided by the Bidder, the bid will be evaluated as being from a non-Aboriginal business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.

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/canada/esdc-labour) 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 AND OTHER REQUIREMENTS

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;
2. For additional information on security requirements, 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.



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 "____" and the Contractor's technical bid entitled _____, dated _____. (*to be completed at contract award*)

7.2 Standard Clauses and Conditions

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

[2010B](#) (2020-05-28), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

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

7.2.2 Supplemental General Conditions

The following clause applies to and form part of this contract:

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

7.3 Dispute Resolution

Mediation

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

Arbitration

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



notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

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

Meaning of "Dispute"

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

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

7.4 Security Requirements

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

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. 5000060201-166645

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, with approved Document safeguarding at the level of B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.
3. Processing of CLASSIFIED/PROTECTED information electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
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).



NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.

7.4.2 The Company Security Officer must ensure through the [Industrial Security Program \(ISP\)](#) that the Contractor and individuals hold a valid security clearance at the required level.

7.5 Term of Contract

7.5.1 *Period of the Contract*

The period of the Contract is from date of Contract to _____ inclusive (*fill in end date of the period*).

7.6 Comprehensive Land Claims Agreements (CLCAs)

The Contract is subject to the following Comprehensive Land Claims Agreement:

- Maa-nulth First Nations Final Agreement

7.7 Authorities

7.7.1 *Contracting Authority*

The Contracting Authority for the Contract is:

Thérèse Richer

Procurement Specialist

Natural Resources Canada

580 Booth Street, Ottawa, Ontario K1A 0E4

Telephone: 343-571-9893

therese.richer@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 – Firm Price, Firm Unit Price(S) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ _____ *insert the amount at contract award*). Customs duties are included and applicable taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.9.2 Method of Payment

Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:



- a. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.10 Invoicing Instructions

Invoices must be submitted using the following email method.

E-mail:

nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca

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

Please do not submit invoices more than once 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.

7.11.2 Aboriginal Business Certification (if applicable)

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.



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

7.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*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 supplemental general conditions [4007](#) (2010-08-16) - Canada to Own Intellectual Property Rights in Foreground Information;
- c) the general conditions [2010B](#) (2020-05-28), Professional Services - Medium Complexity;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List;
- g) Annex D, Set-Aside for Aboriginal Business (*if applicable*);
- h) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*" , as clarified on _____ " *or* ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.14 Foreign Nationals (Canadian Contractor 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

Horizontal Evaluation of the Implementation of Indigenous Advisory and Monitoring Committees (IAMCs) for Energy Infrastructure Projects

SW 2.0 Objectives

This document is a Statement of Work (SOW) for the Horizontal Evaluation of the Implementation of Indigenous Advisory and Monitoring Committees for Energy Infrastructure Projects. This evaluation is being conducted using a participatory approach involving the IAMC Horizontal Working Group (HWG) and the Audit and Evaluation Branch (AEB) of Natural Resources Canada (NRCan). The HWG is a decision-making body that consists of six federal representatives and seven Indigenous representatives. The HWG will seek to create a meaningful evaluation for both participating federal organizations and Indigenous communities that results in better data, a deeper understanding of the findings, more impactful recommendations, and a stronger uptake of recommendations. The AEB will support the work of the HWG.

The Horizontal Evaluation of the Implementation of the IAMCs for Energy Infrastructure Projects is managed by the Indigenous Partnerships Office-West (IPO-West) within NRCan's Major Project Management Office (MPMO). This SOW is part of the planning phase for the conduct of the Evaluation. The SOW will help the HWG to solicit external services as part of the evaluation team.

SW 3.0 Program Profile

SW 3.1 Description

A total of \$101.7 million of existing and new authorities and resources was allocated to Natural Resources Canada, Transport Canada, Fisheries and Oceans Canada, and the Canada Energy Regulator (formerly the National Energy Board) for the Implementation of the Indigenous Advisory and Monitoring Committees (IAMCs) for Energy Infrastructure Projects.

The implementation of the IAMCs for Energy Infrastructure Projects consisted of the Indigenous Advisory and Monitoring Committees and the Economic Pathways Partnership (EPP). With existing and new authorities and resources, it was expected that the IAMCs be co-developed and co-implemented, providing a forum for Indigenous groups potentially impacted by these developments to engage with federal regulators and governments, and participate in the monitoring and provision of advice to regulators over the full lifecycle of the projects, including construction, operation, and decommissioning. It was also expected that through the existing authorities and resources, the EPP supports the Government of Canada in providing Indigenous groups with a single window into existing federal programs that could help bolster their economic participation in the projects.



SW 3.1.1 Indigenous Advisory and Monitoring Committees (IAMCs)

The Committees comprise a main committee, sub-committees, a federal Secretariat, and federal technical supports to the Committees. The federal Secretariat was expected to provide policy, engagement and communications, programs, as well as logistics and coordination support to the Committees. The federal technical supports included reviewing results of project monitoring, coordinating compliance verification activities, as well as education and outreach.

The Committees also included a Contribution Program to support the integration of Indigenous knowledge and perspectives in collaborative decision-making, as well as to demonstrate a commitment to partnership and reconciliation. The Contribution Program aimed to support active and meaningful Indigenous engagement over the full lifecycle of the energy projects by building capacity and addressing Indigenous issues and priorities, including environmental, safety, and socio-economic imperatives. Funding will be available to Indigenous groups potentially affected by the developments. Each Committee has a dedicated amount of contribution funding. Examples of projects and activities that could be supported include studies and data collection, research and assessment, Indigenous capacity supports related to monitoring, and other community or Committee priorities.

Delivery of the IAMCs

The \$99.2 million for Implementation of the Indigenous Advisory and Monitoring Committees (IAMCs) for Energy Infrastructure Projects was composed of operating and grant and contribution allocations. Funding of \$41.2 million over five years (includes \$10.03 million to be cost-recovered by the CER) was allocated to finance the co-development of the three Committees (TMX, Line 3, and PNW LNG), establish the federal Secretariat, and provide Indigenous groups and key regulators with resources to participate in the Committees. An additional \$58 million over five years in grants and contributions will support a Contribution Program that will fund various activities that support community and Committee objectives and priorities, such as monitoring and environmental studies.

Four main components comprised the IAMCs: Indigenous Advisory and Monitoring Committees; a federal Secretariat to support the Committees; federal technical supports to the Committees; and a new Contribution Program to support Indigenous capacity. Each component of the Initiative is described in more detail here:

- ***Indigenous and Monitoring Committees was expected to*** provide a transparent, accountable forum for Indigenous groups to engage and provide advice to regulators and participate in monitoring and management over the full lifecycle of the respective project. Each project (TMX, Line 3, and PNW LNG) has its own dedicated committee. The design and structure of each Committee was to be determined through an extensive co-development process with Indigenous groups.



- **Federal Secretariat** housed in NRCan's IPO-West office is expected to provide the Committees with the tools needed to deliver on its Terms of References effectively, including administrative, facilitation, and negotiation support.
- **Federal technical support** (provided through TC, DFO, Canadian Coast Guard (CCG), CER, Impact Assessment Agency of Canada (IAAC), and Environment and Climate Change Canada (ECCC)) is expected to ensure the Committees' success and achievement of its desired outcomes through a variety of activities, including reviewing the results of project monitoring, coordinating compliance verification activities, and education and outreach.
- **Contribution Program** (implemented through the Committees) is expected to support active and meaningful Indigenous engagement by supporting Indigenous capacity to be involved in the monitoring of major projects and by addressing related Indigenous issues (e.g., environmental, safety, and socio-economic).

SW 3.2 Economic Pathways Partnership (EPP)

At the time of announcing the project approvals, the federal government also announced the establishment of the Economic Pathways Partnership (EPP), an initiative to make it easier for Indigenous groups to access existing federal programs that benefit them economically from the projects. The EPP required no additional resources and is intended to complement the activities of the Committees.

The EPP aimed to support Indigenous access to economic opportunities associated with Line 3 and TMX by facilitating better access to existing supports, such as training, business development, and capacity building. The EPP was separate from the Committees, and any relationship between the two was likely to be limited to sharing information with the Committees members and Indigenous communities about available federal programming.

It was anticipated that Indigenous and Northern Affairs Canada (INAC), Western Economic Diversification Canada (WD), NRCan, and Employment and Social Development Canada (ESDC) would mobilize existing federal programs and resources to better support the economic objectives of communities along the Trans Mountain Pipeline Expansion (TMX) and Line 3 Pipeline Replacement (Line 3) projects, and communicate the availability of this programming to communities. Some options were considered to deliver on the EPP activities, including:

- Liaison and pathfinding - Indigenous communities would work with a federal representative to identify the most relevant programming available to address their needs.
- Single point access – one or multiple entry points (i.e., no wrong door), streamed to relevant programming.



- Single delivery model – one entry point, followed by a coordinated and consistent delivery model (for example, common application forms, reporting requirements, and federal contacts, where appropriate).
- Coordination and complementarity (to the extent possible) of federal programming with supports provided by other parties, notably the proponents and provinces.

SW 3.3 Expected Results

The activities related to the allocated funds were expected to lead to immediate, intermediate, and final results that enable the Government to implement the Committees and supporting Secretariat, as part of the Pacific NorthWest Liquefied Natural Gas (PNW LNG) project, Line 3, and TMX approvals. It was expected that NRCAN, through the Major Projects Management Office – West (MPMO-West), in consultation with Fisheries and Oceans (DFO), Transport Canada (TC), and the National Energy Board (NEB) engage Indigenous groups to co-develop and implement the Committees for Line 3 and TMX. The intent was to develop terms of reference for the Committees to ensure that the Committees are active, enabling the Indigenous involvement prior to the start of construction, or if not possible, to have an interim process in place.

For PNW LNG, as the Committee Agreements / Terms of Reference were negotiated in advance of the Government's decision statement, and that defined Committee structures (Coast Tsimshian and Tsimshian) existed, there was a foundation for initiation of the Committees. However, documents and discussion with program management indicated that this committee was not implemented, as the PNW LNG project did not go forward.

Each participating department was expected to play a role in achieving the desired results. It was anticipated that:

- the Committees was expected to provide a forum for information sharing, collaboration amongst Indigenous groups, governments, and other key stakeholders, and effectively coordinate environmental monitoring and other compliance verification activities.
- a range of potential priorities and endeavours was expected to be identified and advanced through the Committees, including through open discussion.
- effective Indigenous participation in project monitoring was expected to be achieved only through the full participation of regulatory agencies and other partner departments.

SW 3.3.1 Activities and Expected Results

According to the logic model (Attachment 1), key activities to be undertaken include: Co-developing the Committees; Supporting and facilitating information sharing and collaboration; Supporting the activities and priorities of the Committees, including Indigenous participation; Considering and supporting project



proposals and other mechanisms to advance Indigenous oversight, advice, and monitoring of major resource development projects; Supporting Committees and Committee activities across all three projects.

The immediate outcomes include: A collaborative and informed body (Committees) that facilitates Indigenous engagement and provision of advice and recommendations to decision-makers; Indigenous groups are able to engage meaningfully with the regulator; Indigenous groups are better resourced to be involved in monitoring of the major projects

The Intermediate outcomes include: Partnerships formed with Indigenous groups based on mutual respect, information sharing, and achievement of common objectives; Meaningful Indigenous participation in the full lifecycle of energy infrastructure development; Indigenous concerns and needs are addressed over the lifecycle of the project

Turning to the final or ultimate outcomes, each of the component areas is expected to contribute to: A renewed relationship with Indigenous Peoples based on recognition, rights, respect, cooperation, and partnership; Increased Indigenous and public confidence in developing and bringing resources to market

SW 3.4 Stakeholders

Stakeholders external to the Government of Canada (GC) include Indigenous communities across British Columbia (BC) and Alberta that could be potentially impacted by the energy projects. The consultation and workshops for the Line 3 and TMX indicated that Indigenous groups want to collaborate with proponents, regulatory authorities, and appropriate government authorities to better understand industry standards and technical matters associated pipeline safety, marine safety, and emergency planning and response. It was noted that there was a potential for the TMX, Line 3, and PNW LNG projects to impact up to 226 Indigenous groups, presenting a unique set of challenges for different levels of governments, industry, and community members alike. Long-standing Indigenous concerns relating to major energy infrastructure projects included reconciliation, revenue sharing, and upstream and downstream impacts. There also existed a lack of trust on the part of Indigenous communities that operators and regulatory agencies will adequately protect environmental ecosystems and Indigenous interests. It was determined that these complex issues were best addressed by established and well-represented Committees.

Pending approval by Indigenous leadership, other interested parties were expected to be invited as members or observers to the Committees, such as provincial government representatives (e.g., the Government of British Columbia, Government of Alberta, Government of Saskatchewan, and the Government of Manitoba), project proponents, and landowners (who have shared interests and concerns with Indigenous groups).

Industry representatives were seen to benefit from various skills development initiatives associated with



the projects that aimed to increase Indigenous representation in the oil and gas industry. For example, the proponent for the PNW LNG project committed to providing occupational training and support to Indigenous workers from local communities interested in pursuing employment opportunities within the oil and gas industry.

The Committees also provided an opportunity to build on the prior work of NRCan's IPO-West office who identified common interest areas and facilitated collaboration between federal and provincial departments, Indigenous communities, and industry representatives.

SW 3.5 Monitoring and Reporting Tools

Progress was to be monitored through the release of annual reports in the case of the TMX and Line 3 Committees, and similarly a progress assessment for the PNW LNG committee. It was anticipated that the IAMCs would submit the annual report to the Minister of Natural Resources and Indigenous leaders within the pipeline corridors each fiscal year. Annual reports were to be made public and available to interested First Nations. Progress was also to be monitored through meeting records, secretariat records, annual surveys, and quarterly issue and response tracking. A review 18 months following the establishment of the IAMCs was expected to be conducted.

SW 3.6 Resources

A total of \$101.7 million in funding was allocated to this initiative over a six-year period, starting from fiscal year 2016-2017. Of this amount, \$99.2 million was new funding allocated over five years (2017-18 to 2021-22) to NRCan, CER, DFO, and TC. \$58 million of the new funding was set as Grants and Contributions.

Separate operating expenses of \$1.1 million related to the EPP will be absorbed internally by participating federal departments: NRCan, INAC, ESDC, and WD through the reallocation of internal operating resources.

SW 3.7 Considerations for Gender-Based Analysis Plus (GBA+)

During the NEB consultations on both TMX, and Line 3 and the environmental assessment process for PNW LNG, it was concluded that gender-differentiated negative effects may arise during construction and operation given the nature of the construction and oil and gas industries.

It was reported that the projects are likely to provide more significant positive direct economic opportunities for men than women; women being underrepresented generally in the natural resource labour force, including in the higher earning categories; and Indigenous women having lower rates of participation than their male counterparts in this sector. Other specific negative impacts to Indigenous women were identified to be: rise of single-parent families during construction; lack of adequate



childcare that may prevent women applying on full-time positions; and being vulnerable to the presence of transient workers

It was anticipated that NRCan, along with partner departments, consider the Gender-Based Analysis Plus (GBA+) in the design, delivery, and implementation of this initiative by encouraging mindfulness to potential differential impacts related to gender, other identity factors (e.g. age, education, language) and other demographic characteristics, in order to enhance employment, education, and training opportunities. It was also expected that overall net benefits and any negative effects be managed and/or mitigated, to the extent possible, through existing requirements and guidelines, as well as initiatives being taken by the respective proponents for each project. Mitigation strategies identified with Indigenous communities for TMX and Line 3 included: Code of Conduct for workers; coordinating construction with Indigenous communities; establishing a mechanism for communities to register construction-related complaints; developing a Worker Accommodation Strategy to house workers; developing a Community Benefit Program to enhance local parks and support event and educational programs; committing to provide work opportunities for Indigenous groups in accordance with its Aboriginal and Native American Policy; creating and executive training programs for Indigenous candidates in Alberta, Saskatchewan, and Manitoba.

Further analyses were expected to be performed, as well as mitigation measures be identified and implemented if there were unanticipated gender or diversity impacts during the implementation of the Committees. The NRCan Secretariat was expected to encourage gender equality, where possible. It was anticipated that IAMCs activities be accessible to male and female Indigenous community members of all ages, and that the co-development process was to provide opportunities to respond to Indigenous women's views.

SW 4.0 Requirements

SW 4.1 Evaluation Scope

The evaluation of the Implementation of Indigenous Advisory and Monitoring Committees for Energy Infrastructure Projects is a horizontal evaluation being conducted using a participatory approach involving the IAMC Horizontal Working Group (HWG) and the Audit and Evaluation Branch of NRCan. The HWG is a decision-making body that consists of six federal representatives and seven Indigenous representatives. The HWG will seek to create a meaningful evaluation for both participating federal organizations and Indigenous communities that results in better data, a deeper understanding of the findings, more impactful recommendations, and a stronger uptake of recommendations. AEB will support the work of the HWG.

This evaluation is considered *horizontal* as several federal government organisations received funding from the Treasury Board Secretariat (TBS): NRCan, Transport Canada (TC), Fisheries and Oceans Canada (DFO), Canada Energy Regulator (CER, formerly National Energy Board), Impact Assessment Agency of



Canada (IAAC, formerly Canadian Environmental Assessment Agency), as well as Environment and Climate Change Canada (ECCC). Other departments are expected to support the implementation of the Committees, including Canadian Coast Guard (CCG), Indigenous and Northern Affairs Canada (INAC), Western Economic Diversification Canada (WD), as well as Employment and Social Development Canada (ESDC). The IAMCs have committed to adopting an approach of transparency, respect for the co-development process, consideration of the interests of others, and focus on underlying interests to guide their participation. In support of this approach, the evaluation will be conducted using a participatory model¹.

This evaluation was identified as part of the Integrated Audit and Evaluation Plan for 2020-25 following the commitment made under TBS's funding in 2017. The commitment made under the Treasury Board Submission (the funding agreement between TBS and federal organisations) aimed to implement three committees for monitoring of the TMX, Line 3, and PNW LNG projects. It was indicated in the Treasury Board Submission that the three Committees (PNW LNG, TMX and Line 3) be evaluated before the completion of the final year of funding in Fiscal Year (FY) 2021-22.

The preliminary objective of this horizontal evaluation is to assess the relevance and performance (effectiveness, efficiency/economy) of the Indigenous Advisory and Monitoring Committees for Energy Infrastructure Projects.

While this assessment will be guided by the program logic model developed as part of the funding request (that identifies key activities, immediate outcomes, intermediate outcomes and final outcomes), the participatory evaluation approach may require to revisit it. This could have an impact on the evaluation scope, questions and methodology.

This horizontal evaluation of the Implementation of Indigenous Advisory and Monitoring Committees for Energy Infrastructure Projects should give strong consideration to the GBA+ under, among others, the parameters defined under the section 3. It should also take into account the recommendations and

¹ Participatory evaluation (PE) is an approach to evaluation refers to a wide range of research methodologies that focus on the participation of the program's stakeholders in the evaluation itself. PE is a variation of participatory action research (PAR), a research methodology with three defining principles: PAR often favours qualitative data over quantitative data; PAR is openly political, in that it acknowledges asymmetric power balances, systemic inequalities etc.; PAR embraces a broad spectrum of theoretical frameworks, such as feminism, post-colonial critiques, ethnography, and Indigenous methodology.



lessons learned from the IPO-West² and WCEI³.

SW 4.2 Evaluation Issues and Questions

Potential evaluation questions are presented in Table 1.

Table 1: Evaluation Questions

<i>Relevance</i>
1. Is there a continued need for the Implementation of the IAMCs for Energy Infrastructure Projects?
2. Does the Implementation of the IAMCs for Energy Infrastructure Projects align with current federal government priorities?
3. Is there a legitimate and necessary role for the federal government in implementing the IAMCs for Energy Infrastructure Projects?
<i>Performance – Effectiveness</i>
4. To what extent is the Implementation of the IAMCs for Energy Infrastructure Projects achieving the intended immediate, intermediate, and final intended outcomes?
5. To what extent has the GBA+ consideration in the design and delivery of the Implementation of the IAMCs for Energy Infrastructure Projects contributed to achieving the intended immediate, intermediate, and final intended outcomes?
6. To what extent has the consideration of the recommendations from the IPO-West and WCEI evaluations contributed to achieving the Implementation of the IAMCs for Energy Infrastructure Projects intended immediate, intermediate, and final intended outcomes?
7. To what extent have external factors influenced (positively or negatively) the achievement of the expected outcomes?
8. To what extent have there been unintended outcomes (positive or negative) resulting from the Implementation of the IAMCs for Energy Infrastructure Projects?
<i>Performance – Efficiency and Economy</i>

² Recommendation 1: Given confusion expressed by some key government stakeholders about roles of IPO-West in a changing policy and major projects landscape, IPO-West roles and responsibilities should be well defined and communicated, with special attention to the role played by other federal departments and agencies that are working with west coast Indigenous communities on socio-economic issues.

Recommendation 2: Considering IPO-West’s new responsibilities related to Indigenous Advisory and Monitoring Committees and Economic Pathways Partnership, IPO-West roles and responsibilities should be clarified and that sound accountabilities and reporting be put in place.

<https://www.nrcan.gc.ca/evaluation-indigenous-partnerships-office-west-ipo-west/21727#0.1>

³ Recommendation 2: Considering the delays in the energy projects and the continued need for the Government of Canada to engage Indigenous communities in resource development, notably in West Coast energy development, it is recommended that NRCan clarifies and communicates IPO-West roles and responsibilities, with special attention to the role played by other federal departments and agencies that are working with west coast Indigenous communities on socio-economic issues.

<https://www.nrcan.gc.ca/transparency/reporting-and-accountability/plans-and-performance-reports/audit-and-evaluation/reports-year/reports-2020/evaluation-the-west-coast-energy-infrastructure-initiative-wcei/23163>



9. To what extent were the governance structure and the delivery model of the Implementation of the IAMCs for Energy Infrastructure Projects contributed to the achievement of the intended outcomes?
10. To what extent have resources been used as planned to produce intended outputs for the Implementation of the IAMCs for Energy Infrastructure Projects?
11. To what extent has the Implementation of the IAMCs for Energy Infrastructure Projects relied on the most cost-effective means of achieving the intended outcomes?
12. Are there alternative delivery models that can achieve similar outcomes at the same cost?

SW 4.3 Approaches and Methodology

The Contractor should demonstrate how each line of evidence would support the other lines of evidence (the document review, interviews, the case studies, and the survey).

SW 4.3.1 Document and Administrative file and database review

In collaboration with the IAMC HWG and Audit and Evaluation staff, the Contractor will use the document review technical report to strengthen findings from other lines of evidence and the draft evaluation report. AEB staff will get this technical report using the document, administrative file, database review, and other relevant information produced by the program.

This line of evidence is expected to provide an overall understanding of the Implementation of the IAMCs for Energy Infrastructure Projects, including the commitments and the responsibilities that are outlined for all participants; all reports to Treasury Board and other reports on the mandate, operations, outputs/outcomes, and financial management. This will support the assessment of the performance (i.e., effectiveness, efficiency, and economy), and provide insight into the need for the Implementation of the IAMCs for Energy Infrastructure Projects and its theory of change.

SW 4.3.2 Key informant interviews

The Contractor may conduct interviews with key informants (those outside the interviews which may be conducted under the Case study line of evidence). IPO-West staff and members of the Committees will provide in-depth qualitative information on activities and current practices, context, outcome achievement, alternative delivery approaches or areas for improvement. The sample of interviewees may include: NRCan staff, representatives of other departments and agencies; members of the Committees, project leaders; industry; Indigenous community representatives and other stakeholders and beneficiaries.

Case Studies: Selection, conduct, and reporting



In this line of evidence is relevant to this evaluation, contractors should provide detailed information on the approach they may use to select, conduct, and report on the case studies. The number of case studies should be appropriate to ensure that the findings can support meaningful conclusions about the Implementation of the Indigenous Advisory and Monitoring Committees (IAMCs) for Energy Infrastructure Projects. The case studies, as part of the lines of evidence for this evaluation, should complement and align with other lines of evidence for this horizontal evaluation.

SW 4.3.3 Surveys

Surveys can be administered in a variety of ways. If the contractor suggest this line of evidence, detailed information should be provided to justify the way the survey should be administered, explaining the extent to which consideration will be given to the point of view of the respondent as a factor that will maximize respondents’ (including indigenous community members) participation, including accessibility of the survey, convenience of format, logicity of organization, and clarity on both the survey’s purpose and its questions. The contractor should detail how, once survey data is collected and compiled, analyses of the data will be performed.

SW 5.0 Evaluation Deliverables

Using a combination of internal resources and external evaluation services, the contractor will be responsible for gathering work performed by AEB staff as a contribution to all expected deliverables until the report is approved by the HWG. Table 2 details the required deliverables. In the context of the participatory approach, contractor will update the HWG on the progress made toward the deliverables at a monthly basis. All technical reports findings will be presented to the HWG.

It should be noted that some deliverables will be internal and external jointly completed. More clarity on this shared evaluation project delivery model between the Contractor and the AEB staff will be discussed at the time the contract is awarded.

Table 2: Deliverables

Deliverable	Project Deliver Approach	Target Completion Date
Signed contract	Contractor	TBD
Approved Methodology Report and data collection instruments	Joint AEB Staff & Contractor	TBD
Approved document review technical Report	AEB Staff	TBD
Approved Key informants Interviews Technical Report	Joint AEB Staff & Contractor	October 1 st , 2021
Approved Case studies technical reports (project Database/document Review and Interviews)	Contractor	October 1 st , 2021
Approved Survey of stakeholders Technical Report	Joint AEB Staff & Contractor	October 1 st , 2021
Preliminary Findings Presentation	Contractor	November 15 th , 2021



Deliverable	Project Deliver Approach	Target Completion Date
First Draft Evaluation Report	Contractor	December 15 th , 2021
First Draft Evaluation Peer Reviewed	Contractor	January 30 th , 2022
Second Draft Evaluation Report	Contractor	February 28 th , 2022
Final Draft Evaluation Report	Contractor	March 31 st , 2022

SW 6.0 Resources, Milestones and Payment Schedule

Table 3 presents the payment schedule according to the milestone completion date.

Table 3: Target completion dates and payment

Milestone	Target Completion Date
Approved Methodology Report and data collection instruments	TBD
Approved Key informants Interviews, Case studies, Survey Technical Reports	October 1 st , 2021
First Draft Evaluation Report	December 15 th , 2022
Final Draft report	Mach 31 st , 2022

SOW 7.0 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.

SOW 8.0 Other Terms and Conditions of the Statement of Work

In addition to the requirements outlined in the Project Requirements section of this SOW, the contractor shall:

- Keep all documents and proprietary information confidential;
- Return all materials belonging to NRCan upon completion of the contract;
- Submit all written reports in electronic format using Microsoft Office format.



ATTACHMENT 1 To ANNEX A: Background information

Context

A total of \$101.7 million of existing and new authorities and resources was allocated to Natural Resources Canada, Transport Canada, Fisheries and Oceans Canada, and the National Energy Board for the Implementation of the Indigenous Advisory and Monitoring Committees (IAMCs) for Energy Infrastructure Projects.

The situation in 2017 indicated that Canada's natural gas exports to the United States were expected to continue to decline as that country's domestic production rose. This has led natural gas producers in Canada to pursue new markets overseas. The trends showed that Canada's oil production was expected to continue to grow in line with world demand through 2040. Three major projects, the Pacific North West Liquefied Natural Gas Facility (PNW LNG), the Trans Mountain Expansion (TMX), and the Line 3 Oil Pipeline Replacement Program (Line 3), were valued to support growth in Canada's natural gas and oil exports through increasing capacity and enabling producers to transport their product to overseas markets and access global market prices.

These major energy projects were also expected to generate significant economic benefits, including increased federal and provincial government revenues and job creation during the construction phase. Alongside these economic imperatives, the Government of Canada (GC) recognised that growing concern and dialogue surrounding the risk of spills and other environmental impacts from oil and gas pipelines and facilities has led to greater public scrutiny of energy infrastructure projects, highlighting these three energy infrastructure decisions.

In 2016, the PNW LNG, TMX and Line 3 projects received federal environmental assessment approval. The three projects were subject to legally binding and enforceable conditions that proponents needed to demonstrate they comply with before construction could begin. It was also expected that proponents continue to submit detailed applications for project components (e.g., water crossings) to relevant regulatory authorities both before and during the construction and operation of the project.

The PNW LNG, TMX, and Line 3 projects demonstrated the potential to impact the rights and interests of up to 226 Indigenous groups. The imposed conditions were overseen by the Canadian Environmental Assessment Agency (CEAA) on PNW LNG, and the National Energy Board (NEB) on Line 3 and TMX, in order to avoid and mitigate the majority of potential and known impacts to Aboriginal rights associated with these projects. At the time of announcing the PNW LNG, TMX, and Line 3 projects' approval, the federal government committed to co-developing and implementing the Indigenous Advisory and Monitoring committees (IAMCs), the Committee(s).

In addition to the conditions imposed by CEAA and the NEB, in its approvals of the projects, the GC announced two initiatives: Indigenous Advisory and Monitoring Committees for all three projects, and, in the case of the two pipeline projects (TMX, and Line 3), the Economic Pathways Partnership (EPP).



Rationale

The rationale behind the Implementation of the Indigenous Advisory and Monitoring Committees (IAMCs) for Energy Infrastructure Projects was at three levels: 1) Call for a greater role for Indigenous Peoples in reviewing and monitoring major resource development projects 2) Commitment to Reconciliation and a Renewed Relationship with Indigenous Peoples 3) Increasing trust in the regulatory system.

The Government of Canada (GC) sought a greater role for Indigenous Peoples in reviewing and monitoring major resource development projects. During consultations and regulatory hearings concerning the approval of the PNW LNG, TMX, Line 3, and other major natural resource development projects, the GC frequently heard from Indigenous groups regarding their interest in being involved in ongoing oversight and monitoring of major resource projects impacting them. In its December 2015 Speech from the Throne, the GC committed to providing a greater role for Indigenous Peoples in reviewing and monitoring major resource development projects. The Committees intend to advance this commitment while also mitigating potential impacts on Indigenous rights.

The IAMCs for Energy Infrastructure Projects was also a commitment to reconciliation and a renewed relationship with Indigenous Peoples. Indigenous groups have frequently expressed concerns that federal policy is imposed on them, and crises experienced in their communities can be traced back to colonial systems' impacts. Through mandate letters, public communication, and policy decisions, the Prime Minister of Canada has recognized and supported a whole-of-government approach based on the recognition of Indigenous Peoples' inherent right to self-determination. The Committees intended to advance the GC's commitment to reconciliation and to promote a renewed nation-to-nation relationship with Indigenous Peoples based on the recognition of rights, respect, cooperation, and partnership. The Committees was expected to respond to Indigenous People's expressed desire to have meaningful engagement and involvement in environmental monitoring.

The Implementation of the Indigenous Advisory and Monitoring Committees (IAMCs) for Energy Infrastructure Projects aimed to increase trust in the regulatory system. It was expected that it will advance the GC commitment to enhancing Indigenous and public confidence in the review and environmental monitoring of major resource development projects.

Accountabilities

Federal departments and agencies included: NRCan, TC, DFO, CER (formerly the National Energy Board), Canadian Coast Guard (CCG), Environment and Climate Change Canada (ECCC), Impact Assessment Agency of Canada (IAAC or formerly Canadian Environmental Assessment Agency).

NRCan was expected to provide policy instruments, processes, templates, training, tools, and expert advice. Through its Centre of Expertise on Grants and Contributions (G&Cs) and its Department of Legal Services, NRCan was to ensure that transfer payment programs are managed with integrity, transparency, and accountability and are in compliance with Treasury Board's policy on transfer payments. Specific supports for managing contributions under the Committees included stakeholder



engagement guidance, repayable contributions, recipient audits, NRCan transfer payment procedures, standard forms and letters for contribution agreements, funding approvals, risk assessments, and a G&C management framework.

The Major Projects Management Office (MPMO), was to provide overarching project management and accountability for major resource projects in the federal regulatory review process. Under the governance structure of the MPMO, it was anticipated that the MPMO Deputy Minister's Committee provides strong oversight, departmental coordination, and strategic direction. It was also seen to serve as a forum for information sharing and issue resolution during this initiative. The Indigenous Partnerships Office West (IPO-West), formerly known as the Major Projects Management Office (MPMO-West), was designated to perform the Secretariat function for the Committees.

Federal technical support to the Committees was expected to be provided by Federal Partner Organizations including Transport Canada (TC), Canada Energy Regulator (CER, formerly the National Energy Board), and Fisheries and Oceans Canada (DFO).

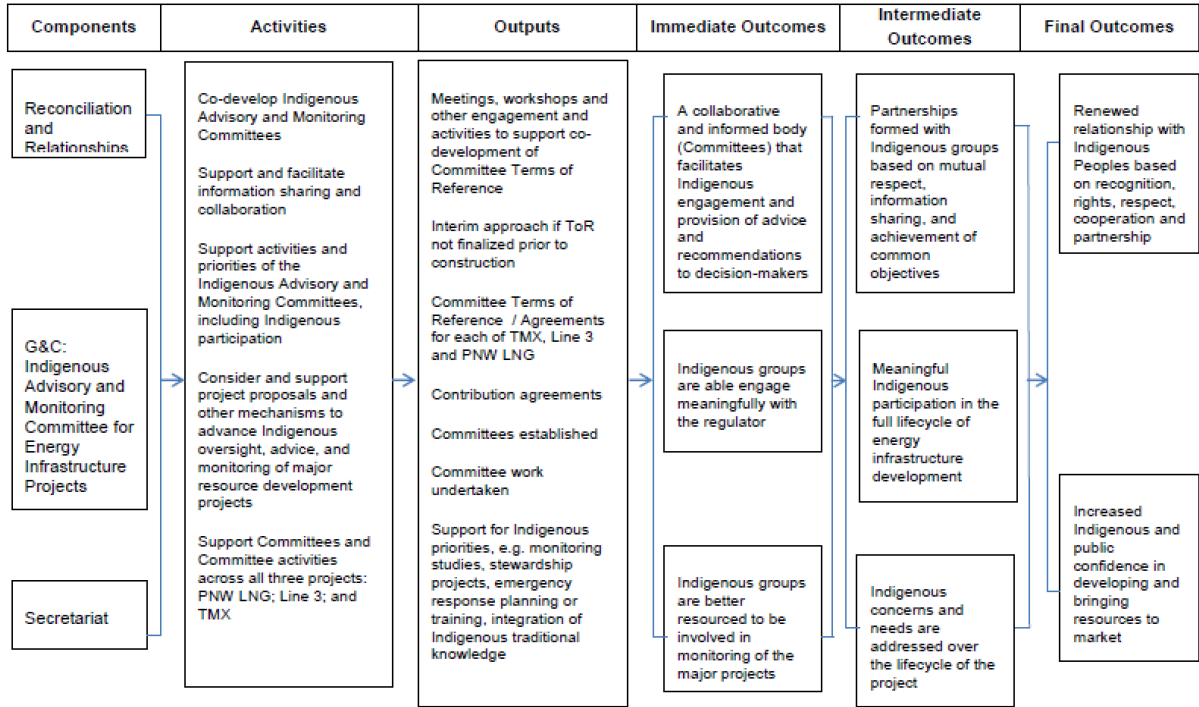
NRCan committed to lead the co-development of Committee Terms of Reference on Line 3 and TMX and, along with Indigenous Working Groups established for this purpose, to provide senior support to PNW LNG and to ensure that there is sufficient internal capacity to deliver on the commitments through the implementation of these Committees. It was expected that it achieves efficiencies across all three projects.

As a horizontal initiative, the IAMCs included federal departments and agencies, Indigenous communities, provincial governments, project proponents, regulatory authorities, and other potential stakeholders that could support monitoring and oversight. All involved GC departments and agencies have committed to adopting the following approach to guide their participation in the Committees: Transparency; Respect for the co-development process; Consideration of the interests of others; Focus on underlying interests.



ATTACHMENT 2 To ANNEX A:

Logic Model for the Implementation of the Indigenous Advisory and Monitoring Committees (IAMCs) for Energy Infrastructure Projects



- INPUTS**
- MPMO-West Secretariat
 - G&Cs: Indigenous Participation in Indigenous Advisory and Monitoring Committees for Energy Infrastructure Projects (\$58M over 5 yrs)
 - Indigenous Advisory and Monitoring Committees



ANNEX B - BASIS OF PAYMENT

(to be completed at contract award)

Firm Price - Milestone Payments

All-inclusive firm price to perform the work is in Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses are included in the firm price.

No.	Milestones	Firm Price (Applicable Taxes Extra)
1	Approved Methodology Report and data collection instruments	\$ _____ (20%)
2	Approved Key informants Interviews, Case studies, Survey Technical Reports	\$ _____ (40%)
3	First Draft Evaluation Report	\$ _____ (20%)
4	Final Draft report	\$ _____ (20%)
Total Firm Price:		\$ _____ (100%)



ANNEX C - SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat 500060201-166645
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 CMMC	
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 Evaluation of Implementation of Indigenous Advisor and Monitoring Committees for Ennergy Infrastructure Projects		
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 type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
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PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments: Project Manager requires Secret; other resources require Reliability
Commentaires spéciaux : Statut

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED





Contract Number / Numéro du contrat 500060201-166645
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	COMSEC TOP SECRET / COMSEC 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).



SECURITY REQUIREMENT CHECKLIST (SRCL) Supplemental Security Guide

Part B - Multiple Levels of Personnel Screening: Security Classification Guide

To be completed in addition to SRCL question 10.a) when multiple levels of personnel screening are therein identified. Indicate which personnel screening levels are required for which portions of the work/access involved in the contract.

Level of Personnel Clearance (e.g. Reliability, Secret)	Position / Description/Task	Access to sites and/or information. Levels of Information to be accessed.	Citizenship Restriction (if any)
SECRET	Project Manager	SECRET	N/A
CONFIDENTIAL	Project manager	CONFIDENTIAL	N/A
RELIABILITY STATUS	Senior evaluators, evaluators and junior evaluators	RELIABILITY STATUS	N/A



ANNEX D - SET-ASIDE FOR ABORIGINAL BUSINESS *(If applicable)*

1. Set-aside for Aboriginal Business

1.1 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.

1.2 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.

1.3 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.

1.4 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.

1.5 At Canada's request, the bidder must submit all information and evidence supporting this certification. The Bidder must ensure that this evidence is available for review by a representative of Canada during normal working hours, such representative of Canada may make copies or extracts of this evidence. The contractor will provide all the facilities necessary for these checks.

2. Owner/ Employee Certification – Set-aside for Aboriginal Business

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



I am _____ (*insert "an owner" and/or "a full-time employee"*) of
_____ (*insert name of business*), and an Aboriginal person, as defined
in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal
Business".

I certify that the above statement is true and consent to its verification upon request by Canada.

Name of owner and/or employee

Signature

Date



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.

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 and given no further consideration.

Proposals must demonstrate compliance with all of the following mandatory requirements and must provide the necessary documentation to support compliance.

Proposals should be limited to 25 pages. Any information to support the mandatory and rated criteria should be contained within the 25 pages. CVs may be included as Appendices and won’t count toward the 25-page limit.

Criterion #	Mandatory Criteria	Pass/Fail	Proposal Page #
M1	The Bidder must propose, as a minimum, one (1) resource who can provide services in both the English and French language.		
M2	The Bidder must propose, as a minimum, one (1) resource that has conducted an Evaluation related to indigenous Energy Infrastructure programming.		
M3	The Bidder must provide at least one (1) resource, either the Project Manager or Senior Evaluator, who has a Secret clearance and all other team members must have a Reliability clearance valid at NRCan.		

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 for each rated criterion and achieve an overall of 60% of the total points meeting the total minimum points required to be assessed as responsive under the rated requirements section. Proposals not meeting this requirement will be deemed non-responsive and given no further consideration.



Criterion ID	Rated Criteria	Minimum/Maximum Points	Proposal Page #
<p>R1</p>	<p>Proposed Approach and Methodology:</p> <p>The Bidder should provide their proposed approach and methodology that is in accordance with the Requirements described in the Statement of Work</p> <p><u>Clarity and appropriateness of described approach</u>(10 pts)</p> <p>The Bidder has provided a clear description of the proposed lines of evidence that clearly demonstrates how the firm’s overall methodology approach will lead to a successful completion of the expected participatory evaluation. The assessment and the rating will be based on the clarity and appropriateness of described approach</p> <p><u>Clarity of critical analysis</u> (10 pts)</p> <p>The Bidder has provided a critical analysis of the proposed methodology in the context of a participatory evaluation approach. The assessment and the rating will be based on the Clarity of critical analysis</p> <p><u>Identification of valid challenges/ shortcomings and how these will be addressed</u> (5 pts)</p> <p>The Bidder has clearly identified any challenges and possible shortcomings and how the Bidder proposes to address these. The assessment and the rating will be based on the clear identification of valid challenges/ shortcomings and how these will be addressed</p> <p>Points will be given according to the evaluation grid below.</p>	<p>Min Pts: 15 Max Pts: 25</p>	
<p>R2</p>	<p>Work Plan:</p> <p>The Bidder should provide their proposed approach and methodology that is in accordance with the Requirements described in the Statement of Work</p> <p><u>Clarity and level of detail in proposed work plan</u> (5 pts)</p> <p>The Bidder has demonstrated a proposed work plan with a clear, logical and feasible approach for punctual completion of the evaluation and has included the following:</p>	<p>Min Pts: 12 Max Pts: 20</p>	



Criterion ID	Rated Criteria	Minimum/Maximum Points	Proposal Page #
	<p>a. Breakdown of tasks by resource b. Level of effort for each proposed resource c. Mix of senior and junior resource levels across proposed tasks d. Project management plan:</p> <ul style="list-style-type: none"> • Clear description of deliverables • Schedule of deliverables and milestones • Reporting and debriefing arrangements <p>The assessment and the rating will be based on the clarity and level of detail in proposed work plan</p> <p><u>Adequacy of level of effort to complete the project (5 pts)</u></p> <p>For item (b) of the work plan, the Bidder should provide a table listing the level of effort of each proposed resource (in person-days) by proposed task). The assessment and the rating will be based on the adequacy of level of effort to complete the project</p> <p><u>Appropriateness of the mix of senior and junior resource levels across proposed tasks (5 pts)</u></p> <p>For item (c) of the work plan, the Bidder is to provide a table showing a mix of senior and junior resource across proposed tasks. The assessment and the rating will be based on the appropriateness of the mix of senior and junior resource levels across proposed tasks</p> <p><u>Clarity and utility of proposed project management approach (5 pts)</u></p> <p>For item (d) of the work plan, the Bidder is to include a description of their proposed project management plan for ensuring the project progresses on schedule and within budget as well as their plan for reporting progress to the project authority.</p> <p>Points will be given according to the evaluation grid below.</p>		



Criterion ID	Rated Criteria	Minimum/Maximum Points	Proposal Page #
R3	<p>Quality Assurance:</p> <p><u>Clarity of description/evidence of a quality assurance process (5 pts)</u></p> <p>The Bidder has described the quality assurance process to be used for the project management and oversight. The assessment and the rating will be based on the clarity of description/evidence of a quality assurance process</p> <p><u>Clarity of the understanding of compliance</u></p> <p>The Bidder has described and provided evidence of how to be compliant with TB Policy on Results and associated Directive and Standard on Evaluation. The assessment and the rating will be based on the clarity of description/evidence of the compliance.</p> <p><u>Clarity of description/evidence to comply with requirements of this Statement of Work (5 pts)</u></p> <p>The Bidder has described and provided evidence of how to be compliant with requirements of this Statement of Work, including oversight, the review of deliverables, back up resources, etc. to ensure the project conforms to the Treasury Board Policy on Results and associated Directive and Standard on Evaluation. The assessment and the rating will be based on the clarity of description/evidence to comply with requirements of this Statement of Work</p> <p>Points will be given according to the evaluation grid below.</p>	<p>Min Pts: 9 Max Pts: 15</p>	
	Total Points Available:	60	
	Minimum Points Required Overall (60%):	36	

RATED REQUIREMENT SCORING GRID

The evaluation grid described below will be used to evaluate the bidders' proposals based on each rated criterion.

EVALUATION GRID	
5 Points/100%	The proposal presents all (and even more than) key requested elements of rated requirement, making it more than satisfactory; no element is missing.



4 Points/80%	The proposal presents sufficient key requested elements of rated requirement, making it more than satisfactory; one or more elements are missing.
3 Points/60%	The proposal presents enough key requested elements of rated requirement, making it satisfactory; two or more elements are missing.
2 Points/40%	While some key elements of rated requirement are missing in the proposal; those which are presented are deemed not enough, making it unsatisfactory.
1 Points/20%	While the proposal contains little key elements of rated requirement, they were are not sufficient; making it unsatisfactory.
0 Points/0%	The proposal contains no key elements of rated requirement, making it unsatisfactory.

2. Financial Criteria

2.1 Mandatory Financial Criteria

Bidders must provide financial details as requested in Appendix 2 - Financial Proposal Form. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.

2.1.1 Funding Limitation

The maximum funding available for the Contract resulting from the bid solicitation is **\$ 150,000.00**. (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

This maximum includes a) the Price to perform the Work, b) any Travel and Living and c) Miscellaneous Expenses that may be required.

Any bids received in excess of this maximum funding will be automatically deemed non-responsive and will not be evaluated.



APPENDIX 2 - FINANCIAL PROPOSAL FORM

1. FIRM PRICE

The firm all-inclusive price proposed by the Bidder for the performance of the work shall be in Canadian funds and shall not include applicable taxes. All travel, living and other miscellaneous expenses must be included in the firm price.

Please note that Canada will make milestone payments as indicated in the table in **Annex B - Basis of Payment in accordance with Section 7.9.2 of this RFP.**

Description	Firm price (Applicable taxes excluded)
For work and deliverables as described in the Statement of Work Total Firm All-inclusive Price for Evaluation Purposes	 \$ _____