



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

**Parks Canada Agency
3, Passage du Chien-d'Or
Québec, QC – G1R 3Z8**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

Proposition à : l'Agence Parcs Canada
Nous offrons par la présente de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les articles et les services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Vendor/Firm Name and Address
Raison sociale et adresse du
Fournisseur /de l'entrepreneur**

Title-Sujet Support for the preparation of Minister's Orders to protect critical habitat on Parks Canada lands	
Solicitation No. - N° de l'invitation 10140464	Date August 19, 2013
GETS Reference No. – N° de référence de SEAG	
Client Reference No. – N° de référence du client 13-2026	
Solicitation Closes L'invitation prend fin – at – à 14 h on – le September 4, 2013	Time Zone Fuseau horaire - Heure avancée de l'Est (HAE)
Address Inquiries to: - Adresser toute demande de renseignements à : Marilyn Bernier	
Telephone No. - No de téléphone (418) 648-4569	Fax No. – N° de FAX: (418) 648-5392
Destination of Goods, Services, and Construction: Destinations des biens, services et construction : Parks Canada Agency 25, Eddy Street, 4th Floor (25-4-5) Gatineau, QC K1A 0M5	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur : Telephone No. - N° de telephone : Facsimile No. - N° de télécopieur :	
Name and title of person authorized to sign on behalf of the Vendor/Firm (type or print) Nom et titre de la personne autorisée a signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) _____	
Name/Nom	Title/Titre

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Statement of Work
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses

List of Annexes:

Annex A Statement of Work

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Contractor must perform the Work for the Support of the preparation of Minister's Orders to protect critical habitat on Parks Canada lands in accordance with the Statement of Work at Annex "A".

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

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](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) 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 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids must be submitted only to Parks Canada Agency (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (2 hard copies)

Prices must appear in the financial bid only. No prices must 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) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 SACC Manual Clauses

C3011T (2010-01-11), Exchange Rate Fluctuation

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

M1	Official Languages: English Essential. All products must be provided in English.
M2	A copy of the contractor's CV

1.1.2 Point Rated Technical Criteria

	REQUIREMENTS	Max. Points	Min. Points (this is the passing mark)	Points Given
R1	<p>Knowledge</p> <p>The proposal demonstrates knowledge and understanding of federal government regulatory instruments (10 points)</p> <p>The proposal will be assessed for knowledge and understanding of:</p> <ol style="list-style-type: none"> 1. Intent and scope of the contract; (5 points) 2. Expected results and deliverables of the contract; (5 points) 	10 5 5	6 8 8	
R2	<p>Approach and Methodology</p> <p>The proposal outlines the approach and specific tasks to be undertaken to complete all aspects of the contract. This information is presented in sufficient detail and is related specifically to the requirements of the contract to allow for a complete understanding of the approach to the work and the characteristics of the deliverables to be produced.</p> <p>Information is to cover:</p> <ol style="list-style-type: none"> 1. The detailed approach for each part of the contract (10 points) 2. An evaluation of any possible constraints that can be anticipated in the conduct of the contract (2 points). 3. A plan for consolidation of all electronic copies of draft documents and emails pertaining to the contract (5 points) 	10 2 5	8 1 5	
R3	<p>Qualifications and Experience</p> <p>The proposal must include a CV for the contractor. Based on the CV provided, the contractor must demonstrate:</p> <ol style="list-style-type: none"> 1. Education = Bachelor's degree (3 points), with additional points for an advanced degree in a related discipline (3 points) 2. Experience dealing with federal government legislative and/or regulatory affairs (10 points) 3. Experience in data collection (5 points) 4. Experience with consultation and interviewing of collaborators/stakeholders (10 points) 5. Experience in the preparation of briefing notes and/or Media Lines (10 points) 	6 10 5 10 10	3 5 8 8 8	

R4	Work Plan and Quality Control			
	There is a master work plan for completion of work phases and tasks. The work plan outlines the number of days to be spent on each task and illustrates commitment to meeting the assignment's objective and target dates. (20 points)	20	8	
	The proposal should specify how the contractor proposes to ensure quality control of the deliverables, and provide for contingencies. (2 points)	2	5	
R5	Overall Quality of the Proposal			
	The proposal is clear, well-written and easy to understand (15 points)	15	8	
	The proposal is realistic and feasible given the time line and budget (10 points)	10	6	
TOTAL		125		

1.2 Financial Evaluation

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price

2. Basis of Selection

1. 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 **95 percent overall of the points** for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **125 points**."

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.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1.1 Federal Contractors Program - Certification

1.2 Former Public Servant Certification

This clause is to identify any bidder who may be a former public servant for:

- a. approval purposes when the successful bidder is a former public servant in receipt of a pension paid under the Public Service Superannuation Act;
- b. the application of the \$5,000 contract fee limit, including Applicable Taxes, when the successful bidder is a former public servant, including former members of the Canadian Forces and the Royal Canadian Mounted Police, in receipt of a lump sum payment pursuant to a work force adjustment program; and
- c. to advise the successful bidder that the published proactive disclosure reports will include information to indicate if the successful bidder is a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension.

Providing this information is a condition precedent to contract award as opposed to a mandatory requirement for evaluation purposes.

For more information, consult sections 3.90 Former Public Servants and 7.65 Proactive disclosure of the *Supply Manual*.

Text:

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 with FPS, bidders must provide the information required below before contract award.

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 FPS in receipt of a pension, as applicable:

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Contractor must perform the Work for the Support of the preparation of Minister's Orders to protect critical habitat on Parks Canada lands in accordance with the Statement of Work at Annex "A".

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010C (2011-05-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to February 28, 2013 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Marilyn Bernier
Contracts, Procurement Officer
Parks Canada Agency
Acquisitions Branch
3 Passage du Chien-d'Or
Québec, QC G1R 3Z8

Telephone : 418 648-4569 / Facsimile: 418 648-5392
CSQ.CONTRATS@PC.GC.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.

5.2 Project Authority

The Project Authority for the Contract is: **TO BE FILLED OUT ON CONTRACT AWARD**

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.

5.3. Contractor's Representative

The Project Authority for the Contract is: **CONTRACTOR TO FILL IN**

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ ____ ____

Facsimile: ____ ____ ____

E-mail address: _____

Procurement Business Number (PBN) : _____

Instruction on how to obtain a Procurement Business Number (PBN)

Canadian Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: <https://buyandsell.gc.ca>. For non- Internet registration, Bidders may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

6. Payment

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with section 12.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to

notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B for a firm cost of \$ _____. Customs duties are included and goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ 15 000.00 and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Multiple Payments

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

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

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
 - - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2011-05-16);
- (c) Annex A, Statement of Work;
- (d) the Contractor's bid dated _____ (*insert date of bid*)

11. SACC Manual Clauses

K3200T (2008-12-12) - Basis for Canada's Ownership of Intellectual Property

The Parks Canada Agency has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: (6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

ANNEX “A”

Statement of Work

Support for the preparation of Minister’s Orders to protect critical habitat on Parks Canada lands

Background

A Ministerial Order (SARA ss 58(4) and (5)) can be used to protect any portion of critical habitat that is not otherwise legally protected by SARA or another acts of Parliament within 180 days of its’ identification in a recovery strategy or action plan. For PCA, Ministerial Orders could be used to protect any portion of critical habitat on lands and waters that are not in Schedule 1 or Schedule 2 of the Canada National Parks Act and for which no other suitable federal legal instruments are available.

For PCA, a Ministerial Order would apply the SARA s 58(1) prohibition - “no one shall destroy any part of critical habitat”- within the area to which the Order applies. When a Ministerial Order comes into force, all biophysical attributes of the critical habitat within the area identified in the Ministerial Order, are legally protected from destruction.

A Ministerial Order is a federal regulation (as defined in the Statutory Instruments Act), and as such, its development must follow the Federal Regulatory Process including the preparation of a Triage Statement, a Ministerial Order, and a Regulatory Impact Analysis Statement (RIAS). Further, the Ministerial Order must be registered by the Privy Council Office, assigned a Statutory Orders and Regulations (SOR) number, and published in the Canada Gazette, Part II.

The products required for a Ministerial Order are described below.

1. The Triage Statement

A Triage Statement is used to assess the level of all potential positive and negative impacts (e.g., health and safety, environmental, economic, public interest/controversy) of a regulatory proposal in its development stage.

Consultations undertaken during the development of the recovery planning document can inform expectations about the potential impact of the Ministerial Order and thus the nature of the Triage Statement, and subsequently the RIAS.

Triage Statements are rated as high, medium or low-impact, based on the expected levels of impact of the Ministerial Order surrounding a range of issues ranging from “Health and Safety” to “International Trade Agreements or Obligations”. For most Triage Statements associated with SARA Ministerial Orders, the two most important categories of impacts to consider will be “Environment” and “Public Interest, Stakeholder Support, and Potential Controversy”.

In most cases, Ministerial Orders on PCA lands are expected to have low-impact because such sites are already managed for conservation, and consultations undertaken during recovery planning should have identified and/or dealt with potential stakeholder concerns. Even so, low-impact Triage Statements must convey several key elements:

- i. that the overall impact of the regulation is minimal,
- ii. that the regulation is not controversial (e.g., Ministerial Order consistent with existing management and protection regime), and
- iii. that consultations have been ongoing throughout the preparation of the recovery planning document, the public is supportive, and there are unlikely to be any ‘elements of surprise.’

2. The Regulatory Impact Analysis Statement (RIAS) is required for all regulations made in Canada and is published in the Canada Gazette, along with the regulation itself. The RIAS describes the issue and objective as well as the rationale for the regulatory proposal including descriptions of the potential health and safety, environmental, social and

economic impacts of the Ministerial Order on Canadians.

3. The SARA Ministerial Order

Ministerial Orders are composed of several sections:

- i. A preamble
- ii. A statutory reference to the SARA prohibition which would apply to the critical habitat described in the Schedule to the Ministerial Order
- iii. A Schedule to the Ministerial Order, which includes the geographical description of the portion of critical habitat to which the prohibition would apply

4. Communication Products

Communication products (e.g., media lines, Briefing Notes) should be developed throughout the process.

Objective

The Contractor will:

1. Work with the field units and lead recovery planners to collect the information necessary for the Triage Statements for 9 species (in some cases, Triage Statements will cover more than one species or site; this will be decided on a case-by-case basis);
2. Prepare draft Triage Statements for 9 species;
3. Work with the Senior Advisor, Legislative Affairs, to collect additional information needed for the RIAS for 9 species;
4. Prepare draft Media lines and draft briefing notes for 9 species; and
5. Prepare draft Minister's Orders for up to 9 species.

Scope of Work

- Prepare draft Triage Statements for the following 9 species;
 - Channel Darter in Trent-Severn Waterway
 - Engelmann's Quilwort in Trent-Severn Waterway
 - Pitcher's Thistle in Pukaskwa National park
 - Woodland Caribou in Pukaskwa National Park and Saoyu-?ehdacho National Historic Site
 - Eastern Flowering Dogwood in Fort George National Historic Site
 - Massasauga in Bruce Peninsula National Park
 - Deltoid Balsamroot in Fort Rodd Hill National Historic Site
 - Macoun's Meadowfoam in Fort Rodd Hill National Historic Site
 - Fernald's Braya in Port-au-Choix National Historic Site

To collect the information necessary and prepare draft Triage Statements for the 9 species (in some cases, Triage Statements will cover more than one species or site; this will be decided on a case-by-case basis), the contractor will:

- a. Cooperate with the Senior Advisor, Legislative Affairs, the Manager of Species Conservation, and Species Conservation Lead Recovery Planners across the country to identify appropriate experts at each park.
 - b. Work with park/site experts when researching information to collect the information.
 - c. Enter all information into the appropriate template to be provided by the Senior Advisor, Legislative Affairs.
- The contractor will work with the Senior Advisor, Legislative Affairs, to collect additional information needed for the RIAS for 9 species. This will be done in cooperation with Lead

Recovery Planners and designated field unit staff.

- To prepare draft Media lines and draft briefing notes for the 9 species, the contractor will:
 - a. Work with the Senior Advisor, Legislative Affairs, the Manager of Species Conservation, and Species Conservation Lead Recovery Planners across the country to identify appropriate information to include in media lines and briefing notes;
 - d. Prepare draft briefing notes and media lines using appropriate templates to be provided by the Senior Advisor, Legislative Affairs.
- To prepare draft Minister's Orders, the contractor will work with the Senior Advisor, Legislative Affairs, to develop the draft documents based on examples provided.
- In addition, the contractor will consolidate all electronic copies of draft documents produced and email exchanges pertaining to the work in a single location to be identified by the Project Manager.

Deliverables and Schedule

By December 31, 2013, complete draft Triage Statements covering the 9 species above;

By January 31, 2014, complete draft RIAS covering the 9 species above;

By February 15, 2014 complete draft media lines and briefing notes for the 9 species;

By February 28, 2014, complete the preparation of draft Minister's Orders for up to 9 species and the compilation of all draft and final documents produced and email exchanges pertaining to the work.

Responsibilities

The Contractor is responsible for the following:

- Completing deliverables according to the schedule above;
- Update the Project Manager (or his/her designated alternate) on a regular basis by e-mail and/or telephone;
- Providing all labour, materials, and supplies necessary to do the work;
- Arranging for all necessary permits and permissions for the work to proceed;
- Providing documents for review and comments as an electronic MS Word files.
- Providing all draft documents, email exchanges and final products electronically in a format to be determined with the Project Manager;
- Submitting invoices outlining the work that has been completed, and based on the contractor's daily rate, according to the schedule below:
 - First Invoice for deliverables up to December 31, 2013
 - Final Invoice for remaining due February 28, 2014
 - The total cost of the contract shall not exceed \$15,000, based on hourly rate (contract deliverables due by February 28th, 2014)

Parks Canada is responsible for the following:

- Providing comments on the draft documents and working with the Consultant to develop the documents in accordance with Parks Canada requirements in a reasonable time;
- Providing information regarding the species for which Minister's Orders are required;
- Providing feedback and assistance as required;
- Providing reference material and template to help complete the documents (Triage, briefing materials, media lines).

Travel

Travel will not be required for the work.

Official Languages

English Essential.

All products must be provided in English.