



October 8, 2013

20-13-0137

LETTER OF INVITATION

Dear Sir/Madam:

The Department of Indian Affairs and Northern Development (DIAND) invites you to submit a proposal for the following work:

**Beaufort Regional Environmental Assessment Cumulative Effects Management Framework
Designated Organisation in the CLCA (Comprehensive Land Claim Agreements) areas have been
advised.**

The proposal shall be in accordance with the requirements of the attached Instructions to Bidders, Mandatory Requirements, Proposal Evaluation Criteria, Assigned Weights and Selection Methodology, Articles of Agreement, General Conditions, Supplementary Conditions, Terms of Payment, Statement of Work, and the Intellectual Property.

Please ensure that your proposal is complete in all respects and includes all information required for a comprehensive evaluation in accordance with the criteria described in the Selection and Evaluation Criteria attached.

Tous les documents de cet appel d'offres sont aussi disponibles dans la langue française. / All Request for Proposal documents associated with this proposal call are also available in the French language.

Bidders should indicate in their proposal the official language(s) in which they can provide the services. The successful Bidder(s) must be able to provide their services in both Official Languages of Canada.

The price(s) quoted in the financial proposal are to be expressed as a fixed hourly rate(s) for the Work described in Appendix "D", Statement of Work, in accordance with the Instructions to Bidders and Appendix "C", Terms of Payment attached herein. The fixed hourly rate(s) must include all payroll, overhead costs and profits required to complete the Work.

The invited bidders shall not introduce in their proposal cost elements which are not requested in this proposal call.

The price(s) quoted shall include any and all applicable taxes, subject to the following:

- a) The proposal shall expressly indicate whether the Contractor is a registrant in the Federal Goods and Services Tax (TPS) Program, the Harmonized Sales Tax (HST) Program and/or the Quebec Sales Tax (QST) Program, and, if so, shall set out the registration number(s).
- b) If the bidder is so registered, the proposal shall make separate reference to any amounts to be charged on account of the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and/or the Quebec Sales Tax (QST).

Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) shall be delivered to the following address, on or before **15:00 hrs, Eastern Standard Time (EST), November 20, 2013:**

Mailing Address:

Department of Indian Affairs and Northern Development
c/o Heritage Canada
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec K1A 0M5

LETTER OF INVITATION

Location:

Heritage Canada (Acting as the Bid Receiving Agent on behalf of DIAND)
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec K1A 0M5

In order to be considered, proposals or any amendments thereto must be received at the above address on or before the exact time and date set for the receipt of proposals. Late proposals will be returned unopened to senders.

Due to enhanced security measures for visitors to the building, the Procurement Officer has made the necessary arrangements with the building security/Commissionaires to allow Bidders, who choose to deliver their proposals by hand, access to the above location address during normal business hours (8:00 am to 4:00 pm). Proposals that are sent in by mail or by courier are routed through the Departmental Mail Room.

Proposals submitted by facsimile, electronic mail or by other means of electronic transmission shall not be accepted. However, proposals may be amended by facsimile or electronic means if such amendment is received prior to the closing date and time set herein for receipt of proposals.

No extension to the closing date and time for the receipt of proposals will be given unless the Department is responsible for an omission or an error in the tender documents significant enough in nature to warrant an extension of the bid closing date to allow bidders sufficient time to review their proposals. Bidders are therefore requested to submit, in writing, any technical-type questions concerning this proposal call at least 7 working days prior to the tender closing date to enable final preparation and submission of proposals in time to meet the closing deadline.

Please note that the lowest priced, or any proposal, will not necessarily be accepted.

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Céline Viner by facsimile at 819-953-7830, or by e-mail at celine.viner@aadnc-aandc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

Yours sincerely,

Céline Viner
Senior Contracting Officer
Aboriginal Affairs and Northern Development Canada
10 Wellington Street
Gatineau, QC K1A 0H4

Attach.

INSTRUCTIONS TO BIDDERS

1. This Request for Proposal (RFP) package consists of the components described below:

RFP PACKAGE CONTENTS	
COMPONENT	DESCRIPTION
<u>Selection and Evaluation Criteria</u>	Your proposal will be evaluated against the criteria described in the Selection and Evaluation Criteria. The proposal should clearly identify whatever experience and knowledge you feel will assist the Evaluation Committee to assess your suitability in light of these criteria. Please note that your proposal is the basis of evaluation.
Articles of Agreement Appendix A : General Conditions Appendix B : Supplementary Conditions Appendix C : Terms of Payment Appendix D : Statement of Work Appendix E : Intellectual Property Appendix F: Travel Expenses Information Annex A : Certificate of Independent Bid Determination Annex B: Basis of Payment, Pricing Schedule	This material is provided for your information only. It details the specific Contract/Standing Offer Agreement/Supply Arrangement terms and conditions you will be bound by if you are a successful Bidder. You do not need to return this information with your proposal. Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "A". Bidders must complete and submit, as part of their financial proposal package, the Basis of Payment, Pricing Schedule attached hereto as Annex "B".

2. Bidders must provide all information necessary for DIAND to evaluate their proposals and for their proposals to be considered by DIAND, as indicated in this Request for Proposals (RFP). It is the sole responsibility of the Bidder to provide sufficient information in their proposal to enable DIAND to complete its evaluation.
3. **Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) must be delivered on or before the date and time stipulated in the Letter of Invitation.** Electronically transmitted bids will not be accepted.
4. **Tender Envelope Submissions**
 Bidders must clearly identify, on the envelope containing their Technical Proposal, the following:
Technical Proposal
 – RFP Number: 20-13-0137
 – Project Name: Beaufort Regional Environmental Assessment Cumulative Effects Management Framework
 – Closing Date: November 20, 2013
 – “Tender Documents Enclosed”
 – *Bidders Name and Address*

INSTRUCTIONS TO BIDDERS

Bidders must clearly identify, on the envelope containing their Financial Proposal, the following:

Financial Proposal

- RFP Number: 20-13-0137
- Project Name: Beaufort Regional Environmental Assessment Cumulative Effects Management Framework
- Closing Date: November 20, 2013
- “*Tender Documents Enclosed*”
- *Bidders Name and Address*

5. Bidder’s GST/HST Registration Number

Bidders registered in the Federal Goods and Services Tax Program or the Harmonized Sales Tax Program shall set out the registration number in their proposal.

6. Language of Contractual Documents

Should your bid be successful following the evaluation process, the language of the contractual documents will be the same as the language you chose to use in your proposal.

7. Proposal Signatures

In order to be considered, proposals must be signed by the Bidder or by an authorized representative of the Bidder. If a proposal is being submitted by a joint venture, the proposal must clearly state that it is submitted as a joint venture and must be signed by all members of the joint venture, or, a statement must be provided to the effect that the signatory represents all members of the joint venture.

8. Legal Capacity

The Bidder/Offeror must have the legal capacity to contract. If the Bidder/Offeror is a sole proprietorship, a partnership or a corporate body, the Bidder/Offeror must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders/offerors submitting a bid as a joint venture.

9. Debriefing

A debriefing will be provided, on request, only following entry by the Department of Indian Affairs and Northern Development (DIAND) into a contractual arrangement with the successful Bidder(s). Should a Bidder desire a debriefing, the Bidder must contact Céline Viner by fax at 819-953-7830 or by email at celine.viner@aadnc-aandc.gc.ca within fifteen (15) working days of receipt of notification that their bid was unsuccessful. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

10. Bidders Recourse

If, despite the information provided during the debriefing, a Bidder is still dissatisfied with the Department’s handling of the procurement, the following recourse mechanisms are available:

- 10.1 in the case of all procurements, unsuccessful bidders have the right to file a written complaint with the Departmental Procurement Review Committee, Department of Indian Affairs and Northern Development;
- 10.2 in the case of procurements subject to the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the Canada - Chile Free Trade Agreement (CCFTA) or the Canada – Peru Free Trade Agreement (CPFTA), unsuccessful bidders have the right to file a written complaint with the Canadian International Trade Tribunal; and/or
- 10.3 in the case of procurements not subject to trade agreements, unsuccessful bidders have the right to bring action in Federal Court.

INSTRUCTIONS TO BIDDERS

Bidders are requested to contact the Procurement Official identified in the Request for Proposals, Letter of Invitation for further information regarding complaint filing procedures.

11. Bid Validity Period

- 11.1 Bids will remain open for acceptance for a period of not less than one hundred and twenty (120) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.
- 11.2 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive Bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.
- 11.3 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.
- 11.4 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion, either: (a) continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or (b) cancel the solicitation; or (c) cancel and re-issue the solicitation.

12. Receipt and Custody of Proposals

- 12.1 Proposals must be received by the closing date and time shown in the Letter of Invitation.
- 12.2 Proposals received after the closing time will not be considered and will be returned unopened to the sender.
- 12.3 Proposals received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned.
- 12.4 All proposals as described in 12.3 above are subject to the provisions of the *Access to Information Act*.

13. Compliance with Request for Proposals Instructions, Clauses and Conditions and Resulting Service Contract/Standing Offer Agreement/Supply Arrangement Terms and Conditions

Bidders who submit a proposal in response to this Request for Proposals agree to be bound by the instructions, clauses and conditions of this solicitation and accept the terms and conditions of the resulting Service Contract/Standing Offer Agreement/Supply Arrangement. Proposals not in compliance with this requirement will be deemed to be non-compliant and given no further consideration.

14. Cost Limitations

- 14.1 **Request for Proposal Stage:** Bidders who are currently under Standing Offer Agreements, Supply Arrangements or Service Contracts with other programs within DIAND for the provision of services similar to those set out in the RFP shall not offer in this proposal call rates that exceed those rates established in their current contractual agreements. Bidders may, however, introduce new rates for those time periods that are not currently covered by existing Standing Offer Agreements, Supply Arrangements or Service Contracts.
- 14.2 **Upon Award:** It is understood and agreed, that the Bidder/Contractor has not/shall not, for the purpose of this agreement, introduce time rates that exceed those rates which have been established under any other Standing Offer Agreements, Supply Arrangements or Service Contracts currently in force between the Bidder/Contractor and other programs within DIAND for the provision of similar services over the same time periods as those set out in this Contract.

15. Basis of Fees and Cost Quotation

- 15.1 The price(s) quoted in the financial proposal must be expressed in terms of fixed hourly rates for each member of the project team - if applicable - assigned to perform the Work under the Contract. The percentage of time each team member will contribute in the performance of all the Work under the Contract must be indicated.

INSTRUCTIONS TO BIDDERS

15.2 At no time will time rates include such things as travel/miscellaneous expenses, or GST/HST as such practices inflate time rates, do not reflect market/going rates and may prejudice against a Bidder from being awarded a Contract.

15.3 The fixed hourly rate(s) will be inclusive of all payroll, overhead costs and profits required to complete the Work (Note: fixed hourly rate(s) are not to be quoted as ranges).

16. Contract Award

16.1 The Department intends to award one (1) contract as a result of this proposal call.

17. Bidder Notification

Bidders will be notified in writing of the successful Contractor(s) name and address, once the Department has completed the evaluation of all valid bids received.

18. Intellectual Property

The Department of Indian Affairs and Northern Development has determined that any Intellectual Property arising from the performance of the Work under the Contract will vest in Canada for the following reason: the main purpose of the Contract, or of the deliverables contracted for is to generate knowledge and information for public dissemination.

19. Former Public Servants In Receipt of a Lump Sum Payment or Government Pension

Bidders who are contracting as an individual; a Corporation/Partnership or, a Sole Proprietorship with a Major Controlling Interest in the Contracting Entity that are either:

- a) a former public servant in receipt of a lump sum payment package; or
- b) a former public servant in receipt of a government pension

must provide, as part of their technical proposal, the following information regarding their status as a former public servant:

- a) if applicable, termination date, amount of lump sum payment incentive and lump sum payment period; and/or
- b) date of retirement: Month/Day/Year

20. Communications during Request for Proposal Tendering Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Céline Viner by facsimile at 819-953-7830, or by e-mail at celine.viner@aadnc-aandc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

21. 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

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.

SELECTION AND EVALUATION CRITERIA

1. **SELECTION AND EVALUATION METHODOLOGY**

- 1.1 Four (4) hard copies of the Bidder's Technical Proposal and one (1) hard copy of the Bidder's Financial Proposal **MUST** be delivered to the specified address on or before the date and time as stipulated in the Letter of Invitation. Electronically transmitted bids will not be accepted.
- 1.2 Bidders **MUST** ensure that their Proposal provides sufficient evidence for Canada to assess the compliance of the Proposal with the criteria listed in this Request for Proposal (RFP). It is the sole responsibility of Bidders to provide sufficient information within their Proposal to enable Canada to complete its evaluation.
- 1.3 Bidders **MUST** include any reference material they wish to be considered for evaluation **within** their Proposal. Any material or documents outside the Proposal **will not** be considered; should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material **MUST** be included within the Proposal. URL links to the Bidder's website **will not** be considered by the Evaluation Committee.
- 1.4 To meet the requirements described herein, the experience of the Bidder **MUST** be work for which the Bidder provided services to clients exterior to the Bidder's own organization. Internal business development projects will not be accepted.
- 1.5 Experience gained during formal education **will not** be considered work experience. All requirements for work experience **MUST** have been obtained in a professional work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.
- 1.6 **Listing experience without providing any supporting information describing where, when and how such experience was obtained will result in the experience not being included for evaluation purposes.** Bidders are advised that the month(s) of individual Resource experience listed for a project in which the time frame overlaps that of another referenced project for the same named Resource will only be counted once. For example: Project #1 time frame is July 2003 to December 2003; Project #2 time frame is October 2003 to January 2004; the total months of experience for these two project references is seven (7) months.
- 1.7 Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's Proposal is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the Contract. No prior knowledge of or experience with the Bidder on the part of the Evaluation Committee will be taken into consideration.
- 1.8 **Each Proposal will be evaluated separately**, against the Mandatory Requirements and Point-Rated Criteria. The Selection and Evaluation Process for Proposals consists of the following stages:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. Proposals that have obtained the required minimum pass-mark of 135 points overall for the technical criteria rating will be evaluated on the basis of their Financial Proposal. (The rating is performed on a scale of 180 points which excludes the optional 20 bonus points that may be awarded for Aboriginal Opportunities consideration).

Bidders failing to meet the requirements at any stage will be deemed to be non-compliant at that stage and will be given no further consideration.

SELECTION AND EVALUATION CRITERIA

1.9 Definitions

The following definitions apply to the Criteria below:

“**Must**” refers to a requirement. Failure on the part of the Bidder to provide the information or demonstrate it meets a requirement expressed by “**Must**” within its Proposal, will result in the Proposal being deemed non-compliant and no further consideration given.

“**Should**” refers to a desired element. Failure on the part of the Bidder to provide the information requested by “**should**” within its proposal or to demonstrate that it meets the element expressed by “**should**” may result in the Bidder receiving less than full points on the Point-Rated Criteria. Bidders are encouraged to address elements expressed by “**should**”.

A.1 MANDATORY REQUIREMENTS

Bidders’ proposals must meet all Mandatory Requirements for the proposal to be considered for further evaluation. Failure on the part of the Bidder to meet any one of these requirements will result in their proposal being deemed non-compliant, with the proposal being given no further consideration. Each mandatory technical criterion must be addressed separately.

Bidders must complete, sign and submit, as part of their technical proposal package the following:

- 1. Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "A".**

Mandatory Requirement	Compliant (YES/NO)	Page #
<p>M1 Corporate Profile</p> <p>The Bidder MUST provide a company profile and corporate resume demonstrating the Bidder’s knowledge and experience in the provision of services relevant and similar to those described in the Statement of Work (SOW). At a minimum, the bidder MUST include within the profile:</p> <p>1.1 The full legal name of the firm submitting the Proposal (including, as applicable, all joint venture, partners or subcontractors); and</p> <p>1.2 A written description of approximately 1000 words indicating the Bidder’s capabilities as a firm, including the Bidder’s proposed quality assurance methodology and any existing resource availability and access to back-up resources, and the extent of the Bidder’s experience in the provision of services similar to those described in the SOW.</p>		
<p>M2 Project Summaries</p> <p>2.0 The Bidder MUST provide a minimum of two (2) written project summaries describing in detail the Bidder’s experience in successfully providing services relevant and similar to the SOW. Through the project summaries, the Bidder MUST demonstrate collective experience of the team in two projects in Cumulative effects work in Northern Canada (Yukon,</p>		

SELECTION AND EVALUATION CRITERIA

Mandatory Requirement	Compliant (YES/NO)	Page #
<p>Northwest Territories, Nunavut), especially around the identification of valued components, indicators, and thresholds.</p> <p>2.1 Within each project summary provided, the Bidder MUST indicate:</p> <ul style="list-style-type: none"> a) the name of the client organization; b) a brief description of the type and scope of services provided; c) the dates/duration of the project; d) the quality assurance methodology utilized; e) the role of Bidder proposed resources involved in the project; and g) the name, title and valid contact information (any of a telephone number, fax number, or e-mail) of a Client Reference within the client organization who possessed oversight or approval authority over the Bidder’s work for the cited project. <p>2.2 At least one (1) of the two (2) project summaries MUST describe the provision of these services for a Federal Government client.</p>		
<p>M3 Proposed Resources</p> <p>3.0 The Bidder MUST propose a resource team to perform the work described within the SOW, ensuring at a minimum the following criteria are met:</p> <ul style="list-style-type: none"> a) A team member is assigned to the project with experience in organizing and leading multi-stakeholder (primarily government, industry, and Aboriginal) consultation, engagement, group facilitation, and/or workshops [Facilitator]. b) A team member assigned to the project with a minimum of eight (8) years experience in project management (project planning and monitoring, managing deliverables and deadlines, managing a project team, providing timely updates to the Project Authority) in complex, multi-stakeholder environmental projects [Project Manager]. c) A team member assigned to the project has eight (8) years of technical experience and expertise in the field of environmental analysis [Senior Consultant]. <p>3.1 To demonstrate the above, the Bidder MUST include detailed CVs for each proposed resource named within its Proposal. CVs MUST include (a-e):</p> <ul style="list-style-type: none"> a) The name of the proposed resource and their assigned role to the Team b) A list of qualifications directly relevant and similar to the requirements for the work described in the SOW; c) Descriptions of relevant project experience within the past ten (10) years (including years/months of engagement); d) Chronological work experience (indicated in years/months); e) A detailed listing of relevant academic and professional attainments of the proposed resource. All formal training should be listed by the title and duration (indicated in years/months) of the course and the name of the institution having provided it. 		

SELECTION AND EVALUATION CRITERIA

A.2 RATED REQUIREMENTS

Proposals meeting **ALL** mandatory requirements will be evaluated and point-rated against the following point-rated criteria, using the evaluation factors and weighting indicators specified for each criterion. Evaluation in response to these criteria is based on a "rules of evidence" approach; that is, the DIAND Evaluation Committee may only evaluate a Bidder on the basis of the contents of the Bidder's submitted proposal, and **NOT** on any prior knowledge or experience with the Bidder or the Bidder's work. It is the responsibility of the Bidder to ensure the completeness, clarity, and provision of sufficiently detailed evidence to enable the DIAND Evaluation Committee to evaluate the Bidder's proposal on basis of the criteria contained within.

Information that is only a repetition, paraphrasing or other re-wording of information in this RFP will result in a score of 0 for that Evaluation Factor Point-rated Criterion, as applicable.

Bidders **MUST** achieve a minimum percentage score of 75% overall on point-rated criteria R1-R5 in order to be evaluated on the basis of their Financial Proposal for the work stream.

R1. PROJECT SUMMARIES		<i>Up to 50 points</i>
<p>Each of the two (2) project summaries submitted in response to Mandatory Requirement M2 will be evaluated on the basis of the cited project's relevance and similarity to the work-stream's services, as defined in the SOW, with regard to the following specific factors:</p>		
1.1	<p>The cited projects involved the following areas of cumulative effects management (3 points each to a maximum of 4 activities/issues):</p> <ul style="list-style-type: none"> • Identification of valued components following established criteria for the particular project • Development, analysis and selection of indicators that provide information on the valuable component • Setting thresholds based on scientific and socioeconomic information and analysis • Design and/or implementation of effects monitoring programs to track changes in indicators and/or valuable components 	<p><i>up to 12 points / Project</i></p> <p><i>up to 24 points in total</i></p>
1.2	<p>The cited project was conducted in the marine and/or coastal environment:</p> <p>a) No points if the project was not conducted in the marine and/or coastal environment</p> <p>b) 3 points if the project included marine and/or coastal areas</p> <p>c) 5 points if the project included marine and/or coastal areas in the Inuvialuit Settlement Region</p>	<p><i>Up to 5 points / Project</i></p> <p><i>Up to 10 points in total</i></p>

SELECTION AND EVALUATION CRITERIA

1.3	<p>The cited project involved working:</p> <ul style="list-style-type: none"> a) with organizations representing one of government, industry and Aboriginal sectors (1 point) b) with organizations representing two of government, industry and Aboriginal sectors (3 points) c) with organizations representing three of government, industry and Aboriginal sectors (5 points) d) Additional points for projects that specifically involved working with Inuvialuit organizations and/or communities (3 additional points) 	<p><i>up to 8 points / Project</i></p> <p>up to 16 points in total</p>
R2. PROPOSED RESOURCE TEAM		Up to 50 points
<p>The CVs of the Bidder’s proposed resource team, as submitted in response to Mandatory Requirement M3, will be evaluated on the extent and depth of relevant experience in the provision of services similar to DIAND’s requirement as described within the work stream.</p>		
2.1	<p>The Resource Team should have a demonstrated understanding and experience of cumulative effects management, including analysis, assessment, mitigation and monitoring. Experience of team members across unique projects must be demonstrated (i.e. no one project can be counted more than once).</p> <p>The team’s understanding and experience will be evaluated according to the following scheme:</p> <ul style="list-style-type: none"> 1) Resource team has demonstrated experience on one (1) relevant cumulative effects management project (2 points) 2) Resource team has demonstrated experience on two (2) relevant cumulative effects management projects (7 points) 3) Resource team has demonstrated experience on three (3) or more relevant cumulative effects management projects (15 points). 	<p><i>up to</i></p> <p>15 points in total</p>

SELECTION AND EVALUATION CRITERIA

<p>2.2</p>	<p>The Resource Team has experience providing scientific and/or technical advice around management (i.e. assessment and monitoring) of cumulative effects, in the following areas of expertise (3 points per project/area of expertise):</p> <ul style="list-style-type: none"> • Marine biology and/or oceanography (3 points maximum) • Ecology, including landscape ecology (3 points maximum) • Socio-cultural and/or economic indicator development (3 points maximum) • Indicator development and analysis for biological systems, air , water, and terrestrial quality (3 points maximum) • Quantitative analysis of complex ecological datasets for the identification of patterns or trends (3 points maximum) <p>Note that projects listed in this section may only be counted once even if any single project dealt with more than one of the areas of expertise listed above and/or more than one member of the Resource Team participated in the project.</p>	<p><i>up to</i> 15 points in total</p>
<p>2.3</p>	<p>The Resource Team should have collective experience advising on the development and implementation of programs in a multi-stakeholder environment (Aboriginal, industrial, governmental).</p> <p>Two (2) points will be awarded for each project that members of the Resource Team have completed involving the provision of advice to Aboriginal, industrial or governmental clients on program development and implementation, within the past ten (10) years, up to a maximum of five (5) projects.</p> <p>Note that projects may only be counted once within this category, even if more than one member of the Resource Team provided input to the project.</p>	<p><i>up to</i> 10 points in total</p>
<p>2.4</p>	<p>The Resource Team has demonstrated experience with project management (project planning and monitoring, managing deliverables and deadlines, managing a project team, providing timely updates to the Project Authority) in complex, multi-stakeholder environmental projects.</p> <p>Two (2) points will be awarded for each project identified within for which the concepts and skills of project management are demonstrated, up to a maximum of four (4) projects (8 points maximum).</p> <p>Two (2) additional points will be awarded for any completed academic or professional training specifically related to project management within the Resource Team (2 points maximum).</p>	<p><i>up to</i> 10 points in total</p>

SELECTION AND EVALUATION CRITERIA

R3. APPROACH AND METHODOLOGY		<i>Up to 50 points</i>
<p>The Bidder must submit a proposed Approach and Methodology.</p> <p>This Approach and Methodology must contain sufficient information to allow the Approach and Methodology to be rated against the Evaluation Factors below. The proposed Approach and Methodology should be complete, feasible, responsive and consistent with DIAND’s requirements as described in the SOW.</p> <p>The following rating scale will be used for this Criterion (<i>NB this scale is given to indicate methodology: points may be awarded between each level indicated below</i>):</p> <p>Excellent – 100% The response is complete in that it addresses and provides exceptionally relevant supporting detail for the Criterion factor; therefore, the response is considered to have outstanding merit.</p> <p>Good – 85% The response is complete in that it clearly addresses and provides some relevant supporting detail for the Criterion factor; therefore, the response is considered to have a good level of merit.</p> <p>Satisfactory – 70% The response is complete in that it clearly addresses in some detail the Criterion factors while providing some supporting detail; therefore, the response is considered on balance to have satisfactory merit.</p> <p>Minimal – 50% The response is not complete in that it fails to fully address some of the Criterion factors; it is not clear or is incomplete; therefore, the response is considered to have insufficient merit.</p> <p>Poor – 25% The response is not complete in that it fails to address all the Criterion factors and only nominally addresses some factors; therefore, the response is considered to have very little merit.</p> <p>Not indicated / Unsatisfactory – 0% No response was received for this factor or the response does not address any of the factors; therefore, the response cannot be considered to have any merit.</p>		
3.1	<p>The Bidder's proposed project management approach should be consistent with sound project and managerial structures.</p> <p>Full points will be awarded for a project management approach that includes:</p> <ul style="list-style-type: none"> • A clear structure and effective management of the Bidder’s proposed resource team, and relationships with DIAND personnel; • An effective means of controlling time, cost, quality, and performance measures; • Effective measures to be implemented to maintain project schedules, scope, resources, and timely and effective communication with DIAND; • A method for the management of knowledge transfer to DIAND. 	<p><i>Up to 20 points</i></p> <p>Excellent = 20 Good = 17 Satisfactory = 14 Minimal = 10 Poor = 5 Unsatisfactory = 0</p>

SELECTION AND EVALUATION CRITERIA

3.2	<p>The Bidder’s proposed quality assurance methodology should be complete and sound as related to DIAND’s requirement.</p> <p>Full points will be awarded for quality assurance methodologies that include examples of the excellence of the methodology, how it is applied, and the outcome that will result, in the following areas:</p> <ul style="list-style-type: none"> • Methodology to achieve and ensure high quality, reliable and effective services and deliverables; • Recognition and successful countering of any risks and constraints anticipated to be involved in the work. 	<p><i>Up to 20 points</i></p> <p>Excellent = 20 Good = 17 Satisfactory = 14 Minimal = 10 Poor = 5 Unsatisfactory = 0</p>
3.3	<p>The Bidder's proposed reporting process should be efficient, consistent and sound.</p> <p>Full points will be awarded for a reporting process that:</p> <ul style="list-style-type: none"> • Allows for effective and appropriate communication, including invoice reconciliation; • Includes a schedule and methods of communication that will establish regular contact with DIAND; • Ensure that DIAND is kept informed of the progress, challenges, and any issues which may arise during the course of any assigned work. 	<p><i>Up to 10 points</i></p> <p>Excellent = 10 Good = 8 Satisfactory = 7 Minimal = 5 Poor = 3 Unsatisfactory = 0</p>
R4. PROPOSAL QUALITY		<i>Up to 10 points</i>
<p>The Proposal should be presented in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the SOW.</p>		
4.1	<p>The proposal has an order/structure that matches the order and sequence of the mandatory and point-rated criteria identified above.</p>	<i>up to 5 points</i>
4.2	<p>The proposal is clear and easy to use overall as related to the structure, presentation, layout and design.</p>	<i>up to 5 points</i>
R5. QUALITY OF PAST WORK		<i>Up to 20 points</i>
<p>As per Mandatory Requirement M2, provide two (2) references for past projects, including a short description of the past project. The projects must be those most relevant to the proposed work (i.e. those projects described in the proposal that demonstrate the experience of personnel). Reference checks will be sought and points awarded based on outcomes of the reference check.</p>		
5.1	<p>Results of reference check #1</p>	<i>up to 10 points</i>

SELECTION AND EVALUATION CRITERIA

5.2	Results of reference check #2	<i>up to 10 points</i>
	Maximum Points Minimum passing mark of 75% or 135 points overall on point-rated criteria R1-R5	<i>180 points</i>
R6. Aboriginal Opportunities Consideration (Optional)		<i>Up to 20 bonus points</i>
<p>The following optional component allows the Bidder to provide a plan in the proposed work for specific measures being considered to afford economic opportunities to Inuvialuit and Inuvialuit businesses, consistent with section 16 of the Inuvialuit Final Agreement [available at: http://www.inuvialuitland.com/resources/Inuvialuit_Final_Agreement.pdf].</p> <p>The Bidder may consider efforts through any of: employment, subcontracting, capacity building, use of supplies/services, etc. or other related measures it proposes to employ in the course of its work. In addition, the Bidder should indicate any partners, agencies, organizations or suppliers with which it proposes to work to achieve these results.</p> <p>The approach should indicate, at a minimum, whether :</p> <ul style="list-style-type: none"> i) Bidder has an office located in the Inuvialuit Settlement Area or the Bidding company is wholly or partially owned by Inuvialuit. ii) Bidder has provided a plan demonstrating the proposed approach to utilizing Inuvialuit subcontractors and service providers for both technical and administrative roles. The plan should include but not be limited to: potential subcontractors and service providers, list of existing available Inuvialuit subcontractors and service providers, consultation with Inuvialuit subcontractors and service providers. <p>Up to a maximum of 20 points will be awarded based on the Bidder’s proposed approach to affording economic opportunities to Inuvialuit and Inuvialuit businesses in the work.</p> <p>The following Rating Scale will be used to evaluate the manner in which economic opportunities are afforded to Inuvialuit and Inuvialuit businesses:</p> <p><i>Greatly exceeds expectations (20 points):</i> Bidder’s approach proposes more than one (1) specific measure aimed at achieving results to afford economic opportunities to Inuvialuit and Inuvialuit businesses, including comprehensive provision of technical and administrative services for the proposed work.</p> <p><i>Above expectations (15 points):</i> Bidder’s approach proposes more than one (1) specific measure aimed at achieving results, demonstrating meaningful technical contribution to the proposed work.</p> <p><i>Meets expectations (10 points):</i> Bidder’s approach proposes one (1) specific measure aimed at achieving results, demonstrating meaningful contribution to the proposed work.</p> <p><i>Below expectations (5 points):</i> Bidder’s approach proposes measures aimed at affording economic opportunities to Inuvialuit and Inuvialuit businesses. However, specific approaches or portions of the work are not described.</p> <p><i>Not addressed (0 points):</i> Bidder does not propose measures for enhancing participation of Inuvialuit or Inuvialuit businesses.</p>		

SELECTION AND EVALUATION CRITERIA

A.3 FINANCIAL EVALUATION

1. The Financial Evaluation will be carried out by the Contracting Authority independent of the Technical Evaluation Team. Financial Proposals will be evaluated based on the methodology detailed below.
2. All of the information required in this section **MUST** appear in the Bidder’s Financial Proposal **ONLY**. The Bidder’s Financial Proposal **MUST** be submitted in a separate, sealed envelope from the Bidder’s Technical Proposal. The Bidder’s failure to comply with this condition will result in the Bidder’s Proposal being declared non-compliant and being given no further consideration.
3. Bidders will be evaluated on the basis of their total price for Tasks 6.1 to 6.6, proposed by the Bidder in Annex “B”, Basis of Payment, Pricing Schedule. Failure on the part of the Bidder to provide the information required within the Financial Proposal under the Basis of Payment, Pricing Schedule at Annex “B” will result in DIAND deeming the Bidder’s Proposal to be non-compliant, with the Proposal being given no further consideration by DIAND.
4. The maximum funding available for the Contract resulting from the bid solicitation is as follow:
 - Tasks 6.1 – 6.3: \$100,000 + Applicable Taxes
 - Tasks 6.4 – 6.6: \$125,000 + Applicable Taxes

TOTAL: \$225,000

(Goods and Services Tax or Harmonized Sales Tax extra, as appropriate). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

A.4 BASIS OF SELECTION

- 4.1 Only compliant Proposals will be considered.
- 4.2 Only Proposals that have met all Mandatory Requirements, and have achieved or exceeded the minimum required pass marks for the Point-Rated Criteria will be considered. All Proposals will be rated on technical acceptability before the price is considered.
- 4.3 Contract will be awarded based on a determination of Best Value taking into account both the technical merit of the Proposals and the Financial Evaluation. To arrive at an overall score achieved by a Bidder, a weighting has been established whereby technical merit will be valued at 70% of the Proposal and price will be valued at 30% of the Proposal. The Bidder will be selected on the basis of the highest combined rating of technical merit and price.
- 4.4 DIAND intends to award one (1) contract a result of this solicitation to the Bidder(s) representing Best Value, as determined in accordance with the Selection and Evaluation Criteria of this RFP. **Best Value shall be defined as the highest Total Scores.**

EXAMPLE FOR ILLUSTRATIVE PURPOSES ONLY:

Example of Best Value Determination			
	Bidder 1	Bidder 2	Bidder 3
Technical Points	88	82	76

SELECTION AND EVALUATION CRITERIA

Price Quoted	\$50.00	\$48.00	\$46.00
CALCULATION			
	Technical Points	Rated Price Points	Total Points
Bidder 1	$\frac{88}{*88} \times 70 = 70.00$	$\frac{**46.00}{50.00} \times 30 = 27.6$	97.6
Bidder 2	$\frac{82}{*88} \times 70 = 65.23$	$\frac{**46.00}{48.00} \times 30 = 28.75$	93.98
Bidder 3	$\frac{76}{*88} \times 70 = 60.45$	$\frac{**46.00}{46.00} \times 30 = 30$	90.45
<p>* Represents the highest technical score ** Represents the lowest priced proposal</p>			

- 4.5 In the event that more than one (1) Proposal receives the same Total Score, of those Proposals, the Proposal with the higher Technical Score over all the Point-Rated Criteria will be considered to represent Best Value.
- 4.6 Canada reserves the right to refuse any and all Proposals received in response to this RFP, without incurring any obligation to any Bidder having responded. Canada reserves the right to award a Contract to the compliant Bidder that best meets the requirements, as described above, without incurring any obligation to any other Bidders having responded to this RFP.
- 4.7 Canada reserves the right to not award a Contract to any compliant Bidder whose Financial Proposal unreasonably exceeds Canada’s Project cost estimate.



ARTICLES OF AGREEMENT

Contract Number 20-13-0137

File Number 1632-11/20-13-0137

These Articles of Agreement are made as of **Upon Award**, between **Her Majesty The Queen** in right of Canada (referred to in the Contract as "Her Majesty") represented by the Minister of Indian Affairs and Northern Development (referred to in the Contract as the "Minister")

and

To be identified at contract award

[Street Address]

[City] , QC [Postal Code]

(referred to in the Contract as the "Contractor").

Her Majesty and the Contractor agree as follows:

A1 CONTRACT

1.1 The following documents and any amendments relating thereto form the Contract between Her Majesty and the Contractor:

- 1.1.1 these Articles of Agreement;
- 1.1.2 the document attached hereto as Appendix "A" and titled "General Conditions", referred to herein as the General Conditions;
- 1.1.3 the document attached hereto as Appendix "B" and titled "Supplementary Conditions", referred to herein as the Supplementary Conditions;
- 1.1.4 the document attached hereto as Appendix "C" and titled "Terms of Payment", referred to herein as the Terms of Payment;
- 1.1.5 the document attached hereto as Appendix "D" and titled "Statement of Work", referred to herein as the Statement of Work;
- 1.1.6 the document attached hereto as Appendix "E" and titled "Intellectual Property", referred to herein as the Intellectual Property;
- 1.1.7 the document attached hereto as Appendix "F" and titled "Travel Expense Information", referred to herein as the Travel Expense Information

1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

2.1 The Contractor shall, between the date of these Articles of Agreement and **March 31, 2015**, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

A3 CONTRACT AMOUNT

3.1 Subject to the terms and conditions of this Contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor:

- 3.1.1 the sum of **N/A**.
- 3.1.2 a sum not to exceed **\$0.00**.

4 APPROPRIATE LAW

4.1 This Contract shall be governed by and construed in accordance with laws in force in the Province of Ontario and the laws of Canada as applicable.

ARTICLES OF AGREEMENT

5 DEPARTMENTAL REPRESENTATIVE

5.1 For the purpose of the Contract, the Minister hereby designates **to be identified at contract award**, as the Departmental Representative.

This Contract has been executed on behalf of the Contractor and on behalf of Her Majesty the Queen in right of Canada by their duly authorized officers.

SIGNED, SEALED AND DELIVERED

by _____ Celine Viner, Senior Contracting Officer

in the presence of _____

Date _____

SIGNED, SEALED AND DELIVERED

by _____ the Contractor

in the presence of _____

Date _____

APPENDIX "A"

GENERAL CONDITIONS

GC1 INTERPRETATION

1.1 In the Contract,

- 1.1.1 "Contract" means the Contract documents referred to in the Articles of Agreement;
- 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;
- 1.1.4 "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract;
- 1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;
- 1.1.6 "prototypes" includes models, patterns and samples;
- 1.1.7 "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

GC2 SUCCESSORS AND ASSIGNS

- 2.1 The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC3 ASSIGNMENT

- 3.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.

GC4 TIME OF THE ESSENCE

- 4.1 Time is of the essence of the Contract.
- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 4.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

APPENDIX "A"**GENERAL CONDITIONS**

- 4.4 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of GC0, Her Majesty may exercise any right of termination contained in 0.

GC5 INDEMNIFICATION

- 5.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, error, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 5.2 The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 5.3 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

GC6 NOTICES

- 6.1 Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by facsimile, electronic mail or other means of electronic transmission, addressed to the party for whom it is intended at the address mentioned in the Contract, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by facsimile, electronic mail or other means of electronic transmission, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC7 TERMINATION OR SUSPENSION

- 7.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 7.2 All work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 7.3 In addition to the amount which the Contractor shall be paid under GC7.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 7.4 Payment and reimbursement under the provisions of GC7 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.

APPENDIX "A"**GENERAL CONDITIONS**

- 7.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 7.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC7 except as expressly provided therein.

GC8 TERMINATION DUE TO DEFAULT OF CONTRACTOR

- 8.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:
- 8.1.1 the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
- 8.1.2 the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- 8.2 In the event that Her Majesty terminates the work in whole or in part under GC8.1, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the work.
- 8.3 Upon termination of the work under GC8.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. Her Majesty shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
- 8.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 8.5 If, after the Minister issues a notice of termination under GC8.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC7 and the rights and obligations of the parties hereto shall be governed by GC7.

GC9 ACCOUNTS AND AUDITS

- 9.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.
- 9.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to herein.

APPENDIX "A"**GENERAL CONDITIONS**

9.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

GC10 CONFLICT OF INTEREST

10.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately to the Departmental Representative.

GC11 CONTRACTOR STATUS

11.1 This is a Contract for the performance of a service and the Contractor is engaged under the Contract as an independent Contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel are engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workmen's Compensation, or Income Tax.

GC12 WARRANTY BY CONTRACTOR

12.1 The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

12.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation.

GC13 AMENDMENTS

13.1 No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

GC14 ENTIRE AGREEMENT

14.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC1 RELEASE AND DISCLOSURE OF PROPRIETARY, PERSONAL AND THIRD PARTY INFORMATION**

- 1.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract.
- 1.2 The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to an authorized subcontractor information necessary for the performance of the Subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such Subcontract.
- 1.3 Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.
- 1.4 Subject to the *Access to Information Act*, R.S.C. 1985, and, to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor including personal and third party information.

SC2 SALES TAX

- 2.1 These services are being purchased with public (Canada) funds for the use of a federal government department and as such, with the exception of the province of Quebec, are not subject to the payment of provincial ad valorem sales and consumption taxes levied by the province or territory in which the taxable services are delivered.

SC3 IDENTIFICATION/ACCESS CARD

- 3.1 A Contractor who has been issued a departmental Identification/Access Card must return it to the appropriate Security Section upon termination or completion of the Contract services and/or on the date that the card expires.

SC4 OFFICIAL LANGUAGES

- 4.1 Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.
- 4.2 Contractors must also respect the right of employees to work in the language of their choice and respect the language(s) of work in each region. To that end, Contractors must be able to provide their services in the working language of each region and in the two official languages of the National Capital Region (NCR). In DIAND, the languages of work in the NCR are English and French; in the Quebec regional office, French; and English in all other departmental regional offices and in the IOGC regional office.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC5 NON-RESIDENTS WHO PERFORM SERVICES IN CANADA**

- 5.1 The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor identified in said Act and will perform services in Canada. This amount will be held on account with respect to any liability for taxes which may be owed to Canada. In addition, an amount of 9 percent may be withheld for provincial income tax purposes from non-residents providing services in the Province of Quebec.

SC6 CRIMINAL CODE OF CANADA

- 6.1 The Contractor certifies that it has not lost capacity to Contract with Her Majesty pursuant to Section 750 of the Criminal Code of the Canada.

SC7 GENDER-BASED ANALYSIS

- 7.1 The Contractor shall, where applicable, consult and adhere to, the DIAND Gender-Based Analysis Policy and the DIAND Gender-Based Analysis Guide. Contractors can access the DIAND Gender-Based Analysis Policy and Guide via the Internet at: <http://www.ainc-inac.gc.ca/ai/gba/gnd-eng.asp>.
- 7.2 Contractors who carry out work on behalf of DIAND shall observe the DIAND Gender-Based Analysis Policy requiring that a gender-based analysis be integrated in all of DIAND's work carried out by its employees and for services performed by Contractors on its behalf. This requirement includes the development and implementation of departmental policies, programs, communication plans, regulations, and legislation; consultations and negotiations (including but not limited to self-government and land claims, treaty land entitlement and devolution) and instructions and strategies on research, dispute-resolution, and litigation.
- 7.3 Where gender-based issues arise as a direct result of the Contract Work, solutions shall be developed and implemented by the Contractor to prevent and remedy the issue. Where gender-based issues cannot be fully addressed by the Contractor, the Contractor shall inform the Departmental Representative in a timely fashion via written documentation.

SC8 CERTIFICATION - CONTINGENCY FEES

- 8.1 The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 8.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
- 8.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract or recover from the Contractor by way of reduction to the Contract price or otherwise the full amount of the contingency fee.
- 8.4 In this section:
- 8.4.1 "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.
- 8.4.2 "employee" means a person with whom the Contractor has an employer/employee relationship.
- 8.4.3 "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC9 FORMER PUBLIC SERVANTS**

- 9.1 It is a term of the Contract:
- 9.1.1 that the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- 9.1.2 that the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based, and
- 9.1.3 that the Contractor has informed the Departmental Representative of any exemption in respect of the abatement of a Contract fee received by the Contractor under the Early Departure Incentive Program Order.

SC10 INTELLECTUAL PROPERTY

- 10.1 The Department of Indian Affairs and Northern Development has determined that any Intellectual Property arising from the performance of the Work under the Contract will vest in Canada for the following reason: the main purpose of the Contract or of the deliverables contracted for is to generate knowledge and information for public dissemination.

SC11 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) PROGRAM

- 11.1 The Contractor's GST/HST number is [GST/HST Number] **to be identified at contract award.**

SC12 SPECIFIC INDIVIDUALS

- 12.1 It is understood and agreed that the work under this Contract shall be performed by: to be identified at contract award.**

SC13 PERSONNEL REPLACEMENT AND SUBSTITUTIONS

- 13.1 The Contractor shall provide the services of the personnel named in their proposal to perform the Work, unless the Contractor is unable to do so for reasons beyond his/her control.
- 13.2 Should the Contractor at any time be unable to provide the services of the resource(s) named in their proposal, the Contractor shall be responsible for providing replacement personnel at the same cost, who shall be of similar or greater ability or attainment, and whom shall be acceptable to the DIAND Departmental Representative.
- 13.3 In advance of the date upon which any replacement resources are to commence work, the Contractor shall notify the DIAND Departmental Representative, in writing, of the reason for the unavailability of their named resource(s). The Contractor shall then provide to the DIAND Departmental Representative the name(s) and detailed curriculum vitae (c.v.) of the qualifications and experience of the proposed replacement resource(s).
- 13.4 As applicable, proposed replacement resources will be evaluated by DIAND on the basis of the evaluation criteria included within the Request for Proposals document(s). Proposed replacement resources must receive the same or higher score on the point-rated criteria as the resource whom they are proposed to replace. Should the proposed replacement resource(s) not meet or exceed the ability/attainment of the resource(s) whom they are proposed to replace, DIAND reserves the right to refuse the proposed replacement resource(s).
- 13.5 Under no circumstances shall the Contractor allow performance of the services by replacement resources that have not been duly authorized by the DIAND Departmental Representative.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

- 13.6 DIAND reserves the right to direct the Contractor to undertake replacements of his or her personnel should deployed Contractor personnel not meet (in DIAND's exclusive opinion) the Department's skills and abilities expectations. Contractor personnel substitutions made by the Contractor may only be undertaken with the express and prior written authorization of the DIAND Departmental Representative.
- 13.7 In any event that the Contractor is unable to provide the services of a resource that is of similar or greater ability or attainment and is acceptable to the DIAND Departmental Representative, DIAND reserves the right to terminate the Contract.

SC14 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

- 14.1 **For the services of an Individual:** No individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply shall derive any direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions; and

that during the terms of the Contract any persons engaged in the course of carrying out this Contract shall conduct themselves in compliance with the principles of the *Conflict of Interest Act*, the *Values and Ethics Code for the Public Service*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* which are the same as those in the *Conflict of Interest and Post-Employment Code for the Public Service*, with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative.

- 14.2 **For the services of a Firm:** It is a term of this Contract that no individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply, shall derive any direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions.

SC15 COST LIMITATIONS

- 15.1 **Request for Proposal Stage:** Bidders who are currently under Standing Offer Agreements, Supply Arrangements or Service Contracts with other programs within DIAND for the provision of services similar to those set out in the RFP shall not offer in this proposal call rates that exceed those rates established in their current contractual agreements. Bidders may, however, introduce new rates for those time periods that are not currently covered by existing Standing Offer Agreements, Supply Arrangements or Service Contracts.
- 15.2 **Upon Award:** It is understood and agreed, that the Bidder/Contractor has not/shall not, for the purpose of this agreement, introduce time rates that exceed those rates which have been established under any other Standing Offer Agreements, Supply Arrangements or Service Contracts currently in force between the Bidder/Contractor and other programs within DIAND for the provision of similar services over the same time periods as those set out in this Contract.

APPENDIX "C"
TERMS OF PAYMENT

- TP1** Payment for the satisfactory performance of the work under this agreement shall be based on:
Annex "B", Basis of Payment, Pricing Schedule will be inserted at Contract award.
- | | |
|--|---------------|
| Maximum Authorized Fees | \$0.00 |
| Miscellaneous expenses directly related to the work under this agreement as may be authorized by the Departmental Representative, reimbursed at cost, without mark-up, upon submission and acceptance of invoices and/or a Statement of Expenses, to a maximum amount of | |
| | \$0.00 |
| Actual and reasonable travel expenses for transportation, accommodation, meals and incidentals incurred by the Contractor as may be authorized by the Departmental Representative to a maximum amount of | |
| | \$0.00 |
| Maximum Authorized Amount for Fees and Expenses..... | |
| | \$0.00 |
| Maximum GST or HST Payable | |
| | \$0.00 |
| Total Maximum Authorized Contract Value..... | |
| | \$0.00 |
- TP2** Administration fees are not reimbursable under this agreement as the time/unit rate(s) and/or fixed fee(s) specified in TP1 are inclusive of all payroll, overhead and administration costs and profits required to complete the Work.
- TP3** This Contract value shall not be exceeded without the approval of the Contract signing authority.
- TP4** **For Contracts with miscellaneous expense provisions in TP1 of the Terms of Payment:** The reimbursement of the miscellaneous expenses as authorized under TP1 shall be contingent upon the submission by the Contractor of invoices supporting such expenses as applicable, and/or a Statement of Expenses which shall set out the purpose and cost of each expense incurred.
- TP5** **For Contracts with travel expense provisions in TP1 of the Terms of Payment:** The travel and accommodation expenses shall not exceed the charges allowed in the current issue of the Treasury Board Travel Directive as set out in the attached "Travel Expenses Information". These expenses shall be substantiated to the satisfaction of the Departmental Representative with the supporting documents required by the said Directive.
- TP6** **For Contracts with miscellaneous and travel expense provisions in TP1 of the Terms of Payment:** The respective allowances for miscellaneous expenses and for travel expenses are estimates only, and where the cumulative expenses incurred under one of these two allowances exhaust and thereafter exceed the stated maximum, the overage may be paid out of the balance of funds remaining in the other allowance.
- Notwithstanding the foregoing, the Contractor must, in advance of the required draw against the other allowance, advise the Departmental Representative and obtain his/her concurrence that the expenses requiring this action are necessary to the conduct of the work. All such expenses must be substantiated by receipts or statement of expenses in accordance with the instructions set out herein.
- TP7** Payments in accordance with the Terms of Payment herein will be made to the Contractor upon receipt of invoices therefor approved by the Departmental Representative for satisfactory performance of this agreement. It is understood and agreed that the Departmental Representative shall be the final judge concerning the quality and acceptability of the work.
- TP8** Payment will be issued to the Contractor 30 days after the work (or part thereof, where provided for under TP1) is satisfactorily completed and an invoice received therefor. Where payment is not made within the 30 day payment period, and where the government is responsible for the delay, interest will be paid on the invoice amount at the Bank of Canada rate in effect on the date on which the amount is paid, plus 3%.

APPENDIX "C"**TERMS OF PAYMENT**

- TP9** Interest is payable on acceptable invoices that are not paid within the 30 day payment period. Interest will not be paid on invoices paid within the 30 day payment period. Interest will not be paid on an interim basis; nor will interest be paid on interest charges.
- TP10** The period for which interest will be paid will be from the day after the end of the 30 day payment period to the date that payment is issued. In respect of interest amounts which are less than ten dollars (\$10.00) in value, said interest shall not be paid unless the Contractor so demands by means of written communication to the Departmental Representative. Interest payments in excess of ten dollars (\$10.00) will be paid automatically.
- TP11 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) REGISTRANTS AND NON-REGISTRANTS**
- 11.1 **GST or HST Registrants:** Any amount levied against Her Majesty in respect of the federal Goods and Services Tax (GST) or Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy shall be paid from the Government of Canada Refundable Advance Account to the Contractor in addition to the amounts paid from the departmental appropriation for the work done. The Contractor agrees to remit the GST or HST to the Canada Customs and Revenue Agency.
- or,
- 11.2 **Non GST or HST Registrants:** Any amount to be levied by a non-GST or HST Registrant against Her Majesty in respect of the federal Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy and the amounts for the work done shall be paid directly from the departmental appropriation to the Contractor.
- TP12 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS**
- 12.1 **Progress Payments**
- Unless otherwise agreed upon by the Departmental Representative, Progress Payments will be made to the Contractor upon completion and delivery of each Task described in the Statement of Work under number 8; Output/Deliverables and in accordance with the Invoicing Instructions specified herein.
- 12.2 **Progress Claims and Invoicing**
- 12.2.1 **Progress Claims:** Progress Claims, which must include, at a minimum, the following information/documentation, shall be prepared by the Contractor and submitted to the Departmental Representative in accordance with the Invoicing Instructions detailed herein in accordance with the Schedule of Milestone described in the Statement of Work:
- a) Contractor's Name and Address;
 - b) Progress Claim Number;
 - c) Contract Number;
 - d) Contractor's Report of Progress/Activities;
 - e) Period of Work covered by the Progress Claim; and
 - f) Description of Expenditures (expenditures shall be claimed in accordance with the Contract Basis and Method of Payment).

APPENDIX "C"

TERMS OF PAYMENT

12.2.2 Certificate of Contractor

It is understood and agreed, that in submitting a Progress Claim, the Contractor is certifying that:

- a) All authorizations required under the Contract have been obtained. The Progress Claim is consistent with the progress of the Work and is in accordance with the terms of the Contract.
- b) Indirect costs have been paid for, or accrued, in the Contractor's accounts.
- c) Direct materials and Work under subcontract have been received, accepted and either paid for, or accrued, in the Contractor's accounts following receipt of invoice from vendors/subcontractors, and have been, or will be, used exclusively for the purpose of the Contract.
- d) All direct labour costs have been paid for, or accrued, in the Contractor's accounts and all such costs were incurred exclusively for the purpose of the Contract.
- e) All other direct costs have been paid for, or accrued, in the Contractor's accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the Contract.
- f) The Contractor has not been given notice of, nor is he/she aware of, any liens, encumbrances, charges or other claims against the Work.

12.3 Invoicing Instructions

12.3.1 The Contractor shall submit two (2) copies of their invoice to the Departmental Representative as named in the Contract.

12.3.2 All invoices for Progress Claims shall be submitted to:

to be identified at contract award

Department of Indian Affairs and Northern Development
Room - Street
Gatineau, Quebec K1A 0H4

and must be accompanied by:

- a) a "Progress Claim" (in accordance with the requirements of 12.2.1 above); and
- b) all receipts (for invoices including hospitality, miscellaneous and/or travel expense claims).

12.3.3 Pursuant to paragraph 221 (1) (d) of the *Income Tax Act*, payments made by departments and agencies under applicable service Contracts must be reported on a T1204 supplementary slip. To comply with this requirement, Contractors are required to provide the following information on each invoice:

- a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number or Business Number (BN), as well as the address and the postal code;
- b) the status of the Contractor, i.e. individual, unincorporated business, or corporation;
- c) for individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN or if applicable, the Goods and Services Tax (GST) Harmonized Sales Tax (HST) number;
- d) for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and
- e) the following certification signed by the Contractor or an authorized officer:

APPENDIX "C"

TERMS OF PAYMENT

"I certify that I have examined the information provided above, including the legal name, address, and Canada Customs and Revenue Agency identifier, c) or d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

Progress Claim payments will only be made upon receipt and acceptance of the above noted documentation.

APPENDIX "D"

STATEMENT OF WORK

1. PROJECT TITLE

Beaufort Regional Environmental Assessment Cumulative Effects Management Framework

2. BACKGROUND

The purpose of the Beaufort Regional Environmental Assessment (BREA) is:

“to help ensure governments, Inuvialuit, and industry are better prepared for oil and gas exploration and development in the offshore by: 1) filling regional information and data gaps related to offshore oil and gas activities; and 2) supporting effective and efficient regulatory decision making by providing the necessary data and information to all stakeholders.”

Cumulative effects assessment is an existing required component of regulatory applications and Environmental and Social Impact Assessments. However, resource managers have indicated that the current methods to assess cumulative effects are inadequate.

Adoption by proponents, regulators and resource managers of a consistent framework or method for assessing and monitoring cumulative effects to address regional and other concerns could result in regulatory efficiencies by creating alignment on information and process requirements.

This study will support the BREA Cumulative Effects Working Group in that it will develop a consistent method for managing cumulative effects in the Canadian Beaufort Sea region, and address regional concerns based on identified Valued Components and their associated stressors. It will also complement the establishment of a baseline understanding of environmental conditions in the offshore Beaufort Sea through the BREA Research program. Additionally, it could complement work conducted under the Northwest Territories Cumulative Impacts Monitoring Program on a knowledge gathering exercise to assess cumulative effects.

The study will need to consider related work previously undertaken in the Beaufort Region including Beaufort Sea Strategic Plan of Action (BSStRPA), Beaufort Sea Integrated Oceans Management Plan (IOMP), Beaufort Environmental Monitoring Program (BEMP), and Beaufort Regional Environmental Assessment and Monitoring Program (BREAM). Also to be considered are data mining and gaps work published by Environmental Studies Research Fund (ESRF) and ArcticNet.

The BREA Cumulative Effects working group have outlined the elements of the framework that would be developed as part of this contract, as described in the scope of work below. The framework elements include:

1. Identifying Valued Components (VC) and VC objectives for the Inuvialuit Settlement Region
2. Identifying activities and development scenarios (already completed and available online: www.BeaufortREA.ca)
3. Defining linkages between activities and VCs and associated uncertainty
4. Defining VC management indicators and monitoring methods
5. Identifying initial VC management indicator objectives
6. Developing tiered triggers for each indicator
7. Defining impact management and stressor monitoring strategies for each trigger point
8. Identifying linkages to overall effects monitoring system for each VC and indicator

Minutes and materials from past BREA Cumulative Effects working group meetings will be provided to the contractor following the project initiation meeting.

Study Area

APPENDIX "D"
STATEMENT OF WORK

The study area is the Inuvialuit Settlement Region.

3. DEFINITIONS AND ACRONYMS

The following list of definitions and acronyms is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within the Statement of Work (SOW).

TERM	DEFINITION
Management Indicator	A characteristic of the social or ecological setting that is used to describe measure, manage and report on Valued Components (VC). Management indicators need to be, at least in part, controllable through human intervention. Examples may include: sound in the marine environment; or degree of habitat disturbance.
Management Objective	A statement that describes desired environmental or social conditions.
Stressor	Natural or anthropogenic variable that can be correlated to a management indicator.
Trigger	The point at which an indicator changes condition in relation to management objectives, defined either from an ecological or social perspective.
Tiered Trigger	Tiered Triggers: A series of progressive points along the management indicator spectrum that reflects increasing degrees of concern or risk.
Valued Component	An aspect of the environment that is considered important, on the bases of economic, social, cultural, community, ecological, legal or political concern. A VC is not an indicator in itself, although impacts on, or trends in, some characteristic of a VC may be used as an indicator.

4. OBJECTIVES

On behalf of the Department of Indian and Northern Affairs Canada (DIANC) and the Beaufort Regional Environmental Assessment, the Contractor will develop a regionally-based Cumulative Effects Management (CEM) framework which includes a pilot study using a small number of Valued Components (VC). The framework will identify linkages and sensitivities between stressors and VCs, and establish a methodology for measuring change in VCs relative to baseline conditions.

This framework will provide consistency of approach in project assessments and a better means for regulators to ensure that cumulative effects are being properly addressed. The study will focus on methods or tools to support efficient decision making. The goal is to introduce a simple framework that will be implemented, tested, and refined through decision making. The success of the study will be demonstrated by developing a framework that could potentially be implemented by the Environmental Impact Screening Committee and the National Energy Board for upcoming offshore oil and gas applications.

The development of a regional framework prior to project-specific applications will enable all stakeholders (Inuvialuit, government and regulators, and industry) to participate and support the process for identification of VCs, stressors, and pre-determined impact management measures to be included in cumulative effects assessment.

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STATEMENT OF WORK

5. SCOPE OF WORK

The development of a regional framework will be informed by the results of two important streams of work. The first is the review and analysis of existing cumulative effects and environmental assessment literature along with local information and plans to assist in developing the various aspects of the framework as per the scope of work below. The second is the engagement of stakeholders (in the form of workshops or meetings) at key decision points throughout the development of the framework. The BREA Cumulative Effects working group will also work closely with the contractor to ensure that the framework meets the needs of various stakeholder groups.

The organizations listed below represent key stakeholders that will be included in the development of the Cumulative Effects Management framework. Additional stakeholders may be included in the work where it is deemed relevant by the consultant or technical authority.

- Inuvialuit Regional Corporation
- Joint Secretariat (JS)
- Industry operators and the Canadian Association of Petroleum Producers (CAPP)
- Environmental Impact Screening Committee (EISC)
- National Energy Board (NEB)
- Canadian Environmental Assessment Agency (CEAA)
- Inuvialuit Game Council (IGC)
- Fisheries Joint Management Committee (FJMC)
- Wildlife Management Advisory Council (WMAC)
- Aboriginal Affairs and Northern Development Canada (AANDC)
- Department of Indian and Northern Affairs Canada (DIAND)
- Government of Yukon (YG)
- Government of the Northwest Territories (GNWT)
- Fisheries and Oceans Canada (DFO)
- Environment Canada (EC)
- Parks Canada (PC)
- Environmental Impact Review Board

The Contractor will perform the following tasks to the satisfaction of the Departmental Representative:

6. TASKS

Task 6.1 consists of a series of subtasks (a – e) that will be called up as a group with Tasks 6.2 and 6.3. Upon completion of each subtask in 6.1, the contractor will prepare a technical memo that describes the findings of each task. These technical memos will be provided to the technical authority in draft format. The Technical Authority will coordinate provision of feedback from stakeholders on the technical memos and provide input to the contractor.

- 6.1 a. Develop a short list of candidate Valued Components (VCs) and VC management objectives.

An initial list will be developed that includes approximately 20 VCs. In developing the list, the contractor will consider the following selection criteria:

- Highest potential for cumulative effects (risk-based)
- Potentially significant or recurring issues in a regulatory environment
- Highest social value
- Potential for applying mitigation measures
- Clearly defined linkages to BREA development scenario
- Link to Community Conservation Plans or management plans
- Demonstrated availability of baseline information

APPENDIX "D"

STATEMENT OF WORK

In reporting on the initial VC list, the contractor will include a ranked list of the Valued Components with rationale for selection based on the criteria above.

The initial list of approximately 20 VCs will be refined, with input from the Technical Authority and the BREA Cumulative Effects working group, to produce a short list that consists of fewer than five (<5) VCs. This short list will comprise the VCs on which detailed analysis will be performed to test the robustness, variability and sensitivity of the VC (and/or associated indicator) that would demonstrate its ability to reflect a response to a stressor or change of interest.

b. Define linkages between stressors and VCs, as well as the associated uncertainty for each linkage.

In defining linkages, the contractor will rely on readily available information and development scenarios. The report *Oil and Gas Exploration & Development Activity Forecast: Canadian Beaufort Sea 2012-2027* will serve as background material for oil and gas activities (available online at www.BeaufortREA.ca).

Both human activities (e.g. oil and gas activities, shipping) and natural factors (eg. climate change) will be considered.

The mitigation measures associated with activities will be considered in examining linkages. Mitigation measures (both regional and project-specific), their efficacy, and managing uncertainty around them will affect the net impact of an activity and as such must be considered.

c. Define candidate management indicators (refer to Definitions in section 2a) and describe methods for monitoring each management indicator.

In developing the management indicators, the contractor will consider the following selection criteria:

- i. Demonstrated direct link between human activity and the management indicator
- ii. Ability for human-induced disturbances to be minimized or mitigated by stakeholders
- iii. Potential for the indicator to integrate multiple VCs.

The suggested monitoring methods will need to be practical to facilitate routine measurement and reporting.

d. Identify candidate management indicator objectives.

These objectives will be developed based on Community Conservation Plans, other management plans and other readily available information. The management indicator objectives must be related to the VC management objectives as well as respond to management or conservation objectives set forth in existing plans.

e. Highlight implementation issues and options for a Cumulative Effects Management framework.

Existing decision making processes and issues for each VC will be highlighted in the legal, regulatory, and policy implementation contexts. The processes and issues will be analyzed in order to identify implementation issues and options for the CE framework.

- 6.2 Organize a multi-stakeholder workshop, which includes key stakeholders, to present the selected VCs and gather input from stakeholders (2-3 day workshop).

The purpose of the workshop will be to: (1) Describe the VCs selected and the rationale for their selection; (2) Discuss and confirm the candidate management indicators, indicator objectives, monitoring methods, and (3) Discuss implementation issues and options for each of the VCs on the short list, including notional

APPENDIX "D"

STATEMENT OF WORK

concepts for triggers for management indicators, as well as assessment and monitoring strategies.

Workshop tasks will include the following:

- i. Prepare the schedule and plan and logistics for the event
- ii. Assist the technical authority in arranging logistics for the event (e.g. venue, audio-visual, catering, etc.).
- iii. Prepare the Workshop agenda;
- iv. Develop a list of potential invitees with input from the Technical Authority
- v. Invite and track responses to invitations of all approved Participants;
- vi. Develop any materials required by Participants to prepare and meaningfully contribute in the Workshop, and distribute these materials to confirmed attendees;
- vii. Effectively facilitate Workshop presentation and discussion, including fostering respectful engagement, consideration of all viewpoints and providing for a comprehensive discussion that furthers the achievement of Workshop objectives, while supporting Participants in maintaining the Workshop agenda and schedule; and
- viii. Accurately record Workshop discussions and outcomes for future reference and for the purpose of furthering development of the Cumulative Effects Framework in the form of a draft workshop report.

- 6.3 Prepare a report detailing the analysis and findings of Task 6.1a – e, based on the technical memos and feedback from the technical authority, the CE working group, and the workshop participants. For each VC, the report will include: (1) a rationale for selection as per 6.1a, (2) a description of linkages to activities, including a discussion of potential mitigation measures as per 6.1b, (3) candidate management indicators as per 6.1c, (4) monitoring methods for each indicator as per 6.1c, (5) suggested management indicator objectives as per 6.1d, and (6) implementation issues and options as per 6.1e. The report will also include workshop proceedings.

Task 6.4 consists of four subtasks (a, b, c and d) that will be called up as a group with Tasks 6.5 and 6.6. Upon completion of each subtask in 6.4, the contractor will prepare a technical memo that describes the findings of each task. These technical memos will be provided to the technical authority in draft format. The Technical Authority will coordinate provision of feedback from stakeholders on the technical memos and provide input to the contractor.

- 6.4 **a.** Develop candidate triggers for each management indicator based on input received during the workshop in Task 6.2.

Tiered triggers will be defined for each indicator to enable an adaptive management approach (such as increased monitoring, or implementation of additional mitigation measures) based on the severity of change. Triggers will follow a scheme defined by the Technical Authority at the start of the task.

The triggers will make use of available data and be based on scientifically defensible relationships between the indicator and the level of disturbance. In cases where scientific data is lacking, trigger levels may be set based on social choice or the precautionary principle.

For each indicator, the contractor will describe the level of confidence in defining each of the triggers, as well as identify gaps in information. A timeline for re-evaluating these triggers will be proposed.

- b.** Define candidate impact management and monitoring strategies, and associated responsibilities for each trigger point.

Impact management practices may include mitigation, avoidance, and alternative means for each linkage. Regulatory tools used to manage impacts such as zonation, regulations, standards, gaps, legislation will also be examined for their applicability.

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Monitoring strategies might include baseline monitoring or effects monitoring.

Responsibilities will include an examination of mandates, existing management practices and plans, regulatory or legal responsibilities, and other relevant factors/situations that would bestow monitoring or impact management responsibilities to an organization.

The development of triggers with associated impact management, monitoring strategies, and responsibilities will be an iterative process whereby co-management boards, government, and industry will provide input through the BREA Cumulative Effects working group.

c. Identify and describe linkages to existing research and monitoring programs for each VC and management indicator that may contribute to effects monitoring, and describe gaps.

Programs considered may contribute to effects monitoring by:

- Defining reference conditions
- Confirming stressor linkages to VCs and indicators
- Confirming project specific or regional mitigation predictions
- Refining hypothesized cause-effect or functional relationships between indicator changes and industry, harvest and natural stressors
- Addressing key gaps and uncertainties

The gap identification process will include discussion of gaps in monitoring or research where existing programs would not provide the necessary information to allow for adaptive management (i.e. information required to test impact management practices to allow for evaluation and adaptation of the CEM framework).

d. Develop an implementation strategy for proponents, decision makers and regulatory bodies to adopt the Cumulative Effects Management Framework elements for project review. Stakeholders include those listed in 1b and other relevant groups named by the technical authority.

- 6.5 Organize a multi-stakeholder workshop to discuss and confirm: (1) candidate triggers; (2) impact management and monitoring strategies, and associated responsibilities for each trigger point; (3) links to BREA Research Program; and (4) the Cumulative Effects Management framework implementation strategy addresses existing NEB and EISC assessment and review processes.

The workshop will describe proposed CEM framework linking management indicator triggers with assessment, impact management, and monitoring measures and obtain feedback and signoff on candidate triggers and assessment, impact management, and monitoring measures. Workshop tasks will be the same as the tasks described in Task 6.2.

- 6.6 Prepare a report detailing the analysis and findings of items 6.4 a, b, c and d based on the technical memos and feedback from the technical authority, the CE working group, and the workshop participants. The report will describe the proposed regional CEM framework and implementation strategy and will include proceedings from the workshop in Task 6.5.

7. MEETINGS

The contractor must participate in workshops as outlined in the scope of work that will most likely be held in Inuvik, Northwest Territories.

Throughout the development of the work, the contractor will be asked to participate in BREA Cumulative Effects

APPENDIX "D"
STATEMENT OF WORK

working group teleconference meetings (2-3 hours each, every 2-3 months) to present results on tasks and recommend directions for the development of the Framework.

The contractor must participate in monthly telephone meetings with the Technical Authority throughout the duration of the contract to provide updates on the work.

The contractor may be required to conduct telephone meetings or interviews with various stakeholders to aid in development in the framework.

Travel expenses for workshops organized as part of the scope of work will be reimbursed as per Treasury Board guidelines.

8. OUTPUT/DELIVERABLES

Timing of the deliverables will be based on stages of completion of tasks. Completion of subsequent tasks will be subject to negotiation with the Technical Authority at the start of each new task. Expected total time to complete the project is 16 months.

Payments will be made at the completion of each task.

For each task, the Contractor will submit:

DELIVERABLE	DUE DATE
Task 6.1. Interim Framework products for approval by the Project Authority and Cumulative Effects working group	
Technical Memo: List of valued components (as per 6.1a)	Within one month of contract initiation.
Technical Memo: Linkages between stressors and valued components, plus associated uncertainty (as per 6.1b)	Within one month of short list being approved by working group.
Technical Memo: List of management indicators and associated tracking methods (as per 6.1c)	Within one month following 6.1b.
Technical Memo: Management indicator objectives (as per 6.1d)	Within six weeks following 6.1b.
Technical Memo: Implementation issues and options for a Cumulative Effects Management framework (as per 6.1e)	Within 8 weeks of completion of 6.1b.
Task 6.2. Interim Workshop #1 products for approval by the Project Authority and Cumulative Effects working group	
List of attendees	6 weeks prior to workshop #1
Workshop agenda and plans for breakout group sessions,	5 weeks prior to workshop #1
Meeting materials	2 weeks prior to workshop #1
Draft workshop report	1 month following workshop #1
Task 6.3. Report summarizing: Valued components, their linkages to oil and gas activities, and potential mitigation measures; Candidate management	
	6 weeks following workshop #1.

APPENDIX "D"
STATEMENT OF WORK

DELIVERABLE	DUE DATE
indicators, monitoring methods, and objectives; stakeholder comments, and workshop proceedings.	
Task 6.4. Interim Framework products for approval by the Project Authority and Cumulative Effects working group	
Technical Memo: Candidate triggers for each management indicator (as per 6.4a)	Within 6 weeks of initiating Task 6.4
Technical Memo: Candidate impact management and monitoring strategies (as per 6.4b)	Within 4 weeks of receiving comments on Task 6.4a.
Technical Memo: Linkages to existing research and monitoring program for each VC and management indicator (as per 6.4c)	Within 6 weeks of receiving comments on Task 6.4b.
Technical Memo: Cumulative Effects Management Framework implementation strategy (as per 6.4d)	Within 4 weeks of receiving comments on Task 6.4c.
Task 6.5 Interim Workshop #2 products for approval by the Project Authority and Cumulative Effects working group	
List of attendees	6 weeks prior to workshop #2
Workshop agenda and plans for breakout group sessions,	5 weeks prior to workshop #2
Meeting materials	2 weeks prior to workshop #2
Draft workshop report	1 month following workshop #2
Task 6.6. Report summarizing: Candidate triggers for each management indicator and candidate impact management and monitoring strategies; stakeholder comments and workshop proceedings.	8 weeks following workshop #2.

9. DELIVERABLE FORMAT & LANGUAGE

- Deliverables will be delivered in English to the Technical Authority.
- Interim products will be delivered electronically in Microsoft Office format (Word, Excel, etc).
- Final products will be delivered electronically in Microsoft Office and .pdf formats.

10. DEPARTMENTAL SUPPORT

The Department will:

- Meet with the Contractor (in person or by phone) to discuss the scope of work and timelines;
- Provide access to documents, publications, etc. for information gathering and analysis
- Provide guidance throughout the contract

11. SPECIAL CONSIDERATIONS

INVOLVEMENT OF THE TECHNICAL AUTHORITY

APPENDIX "D"**STATEMENT OF WORK**

The Technical Authority will review and approve deliverables that are provided under the contract. Acceptance of these deliverables will be determined following examination, satisfactory completion and acceptance of the task deliverables by the Technical Authority. The contractor will build sufficient time in their work plan to allow for a review and comment period of interim products by the Technical Authority.

COST OF WORKSHOPS/MEETINGS

The contractor will be responsible for their own travel costs as well of technical experts they wish to engage in the work, and these costs are not to include a mark-up. The technical authority will cover the costs associated with workshops and other engagement functions, including hospitality, facilities rentals and the costs associated with attendance of stakeholders.

12. DURATION OF CONTRACT

From contract award until March 31, 2015.

13. ESTIMATED EXPENDITURE

Tasks 6.1 – 6.3: \$100,000 + Applicable Taxes

Tasks 6.4 – 6.6: \$125,000 + Applicable Taxes

TOTAL: \$225,000 + GST

The estimated expenditures above represent the total maximum budget for the project. The cost proposal must be within the estimated cost for each group of tasks. Payments will be made upon the completion of each task.

14. CONTRACTOR'S PROPOSAL

The Contractor's proposal, dated (**to be identified at contract award**), insofar as it is not at variance with anything contained in the Contract document, shall apply to and form part of the Contract.

APPENDIX "E"

INTELLECTUAL PROPERTY

Canada to Own Intellectual Property Rights in Foreground Information

- 01 Interpretation
- 02 Disclosure of Foreground Information
- 03 Canada to Own Intellectual Property Rights in Foreground Information
- 04 License to Intellectual Property Rights in Background Information
- 05 Right to License
- 06 Access to Information; Exception to Contractor Rights
- 07 Waiver of Moral Rights
- 08 License to Intellectual Property Rights in Foreground Information
- 09 No Right for Contractor to Sub-license

01 INTERPRETATION

1. In the Contract,

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

02 DISCLOSURE OF FOREGROUND INFORMATION

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or such earlier time as the Minister or the Contract may require.
2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

APPENDIX "E"**INTELLECTUAL PROPERTY****03 CANADA TO OWN INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION**

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

3.
 - (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.
 - (ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.
4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

04 LICENSE TO INTELLECTUAL PROPERTY RIGHTS IN BACKGROUND INFORMATION

1. The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required in order for Canada to exercise its license in the Intellectual Property Rights in the Foreground Information. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
2. The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.

APPENDIX "E"**INTELLECTUAL PROPERTY**

3. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.
4. Notwithstanding subsection 1, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.

05 RIGHT TO LICENSE

1. The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

06 ACCESS TO INFORMATION; EXCEPTION TO CONTRACTOR RIGHTS

1. Subject to the *Access to Information Act*, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
 - (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
 - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
 - (c) is independently developed by or for Canada; or
 - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

07 WAIVER OF MORAL RIGHTS

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.
2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

APPENDIX "E"**INTELLECTUAL PROPERTY****08 LICENSE TO INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION**

1. Subject to subsection 2, if the Contractor wishes to make use of the Foreground Information for purposes of its commercial exploitation or further development, then the Contractor may make a written request for a license to the Minister. Such a request should be made within thirty (30) working days following completion of the Work. The Contractor shall give the Minister an explanation as to why such a license is required. The Minister shall respond in writing to any request for such a license within a reasonable period of time. If the request is refused the response shall provide an explanation for the refusal. Should the Minister agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and the Minister. It is understood that those terms may include payment of compensation to Canada.
2. Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada, or personal information (as this term is defined in the *Privacy Act* (R.S.C., c. P-21)) collected by the Contractor as part of the Work, then the license referred to in subsection 1 shall be restricted to the Intellectual Property Rights in Foreground Information that are capable of being exploited without the use of such information or data or such personal information.

09 NO RIGHT FOR CONTRACTOR TO SUB-LICENSE

1. The Contractor shall not have the right to sub-license or otherwise authorize any party to exercise any of the Intellectual Property Rights in the Foreground Information.

APPENDIX "F" TRAVEL EXPENSE INFORMATION

1. The following are the maximum rates allowed in the current issue of the Treasury Board Travel Directive and in accordance with the Special Travel Authorities of Treasury Board. As some rates are subject to change every January 1st, April 1st, July 1st and October 1st of each year, it is the Contractor's responsibility to ensure that the travel rates applied to the period being invoiced are in accordance with the TB Travel Directive, *Rates and Allowances*, Appendix B and C as published on the National Joint Council website <http://www.njc-cnm.gc.ca/doc.php?sid=3&lang=eng>.

Air Travel The standard for air travel is economy class only. Under no circumstances will the Department defray the cost of business class travel by a Contractor. The Department may limit the reimbursement of the air travel portion when the lowest appropriate rate is not obtained.

Rail Travel The standard for rail travel is the next higher class after the full economy class.

Taxis Receipts are only required to justify individual taxi fares in excess of ten dollars (\$10.00), taxes included.

Rental Vehicles The standard for rental vehicles is mid size. Rental vehicles beyond the standard shall be authorized based upon factors such as, but not limited to, safety, the needs of the traveller and the bulk or weight of goods transported.

Rental vehicles are only to be used in instances where the Contractor has received prior authorization from the Departmental Representative identified in the Contract after having demonstrated, in writing to the Departmental Representative that the use of such vehicles is cost-effective in relation to commercial transportation.

Contractors must consult the PWGSC Car Rental Directory available at <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/index-eng.aspx> and, where feasible, utilize those Rental Companies that have agreed to extend their government rates to cost reimbursable Contractors working under Contract and traveling on official government business as identified in the Directory under Services Offered. A letter which confirms that the Contractor is on travel status on behalf of the government and specifies the duration of the Contract and the destination shall be provided to the Contractor by the Departmental Representative for the purpose of acquiring government rates from Rental Companies.

Collision damage waiver coverage is required for the entire period that a vehicle is rented. Contractors will not be reimbursed for insurance coverage premiums. Contractors who intend to carry passengers are advised to confirm with their insurance agent that they are adequately insured.

Contractors shall be reimbursed the daily vehicle rental fee (excluding any insurance coverage premiums) and the actual costs of parking the rental vehicle upon submission of actual receipts.

Private Motor
Vehicles

Privately-owned vehicles are only to be used in instances where the use of a privately-owned vehicle is cost-effective in relation to commercial transportation, and, upon prior authorization of the Departmental Representative identified in the contract.

Insurance premiums related to the use of privately-owned vehicles are the responsibility of the Contractor. Contractors may request reimbursement of parking through the submission of receipts.

APPENDIX "F"
TRAVEL EXPENSE INFORMATION

The following kilometric rates (**taxes included**) are applicable effective October 1, 2013:

Cents/km (Taxes Included)

<i>British Columbia</i>	<i>51.0</i>	<i>New Brunswick</i>	<i>49.5</i>
<i>Alberta</i>	<i>51.5</i>	<i>Prince Edward Island</i>	<i>50.5</i>
<i>Saskatchewan</i>	<i>45.5</i>	<i>Newfoundland</i>	<i>53.0</i>
<i>Manitoba</i>	<i>47.5</i>	<i>Yukon</i>	<i>63.5</i>
<i>Ontario</i>	<i>55.0</i>	<i>Northwest Territories</i>	<i>58.5</i>
<i>Quebec</i>	<i>57.0</i>	<i>Nunavut</i>	<i>58.5</i>
<i>Nova Scotia</i>	<i>51.0</i>		

Hotels

Contractors are expected to use moderately priced hotels. Only partial reimbursement of actual costs may be made by the Department should claims be for unreasonably high-priced accommodation.

Private
Non-Commercial
Accommodations

Should a Contractor stay with friends or relatives the private non-commercial accommodation rate of \$50.00/overnight stay GST/HST inclusive is reimbursed.

Meals

The following rates (**taxes included**) are applicable during the period of October 1, 2013 to March 31, 2014:

	<u>All Provinces</u>	<u>Yukon & Alaska</u>	<u>NWT</u>	<u>Nunavut</u>
<i>Breakfast:</i>	\$15.75	\$15.70	\$22.00	\$21.30
<i>Lunch:</i>	\$15.10	\$19.00	\$23.50	\$31.35
<i>Dinner:</i>	\$42.00	\$50.35	\$53.55	\$69.80

Incidental
Expenses

The Contractor may claim seventeen dollars and thirty cents (\$17.30) GST/HST inclusive for each day of stay in commercial or private non-commercial accommodations.

2. Receipt Requirements

Only original receipts will be accepted from Contractors; photocopies of hotel bills, air/train tickets, taxi receipts, etc. are not claimable.

Receipts are required for the following:

1. *Air or ground transportation e.g. train, bus, car rental, parking costs, etc..*
2. *Taxis in excess of \$10.00.*
3. *Hotel accommodation.*

ANNEX "A"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

Corporate Name of Recipient of this Submission

for: _____

Name and Number of Bid and Project

in response to the call or request (hereinafter "call") for bids made by:

Name of Tendering Authority

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____

Corporate Name of Bidder or Tenderer (hereinafter "Bidder")

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 6. has been requested to submit a bid in response to this call for bids;
 7. could potentially submit a bid in response to this call for bids based on their qualifications, abilities or experience;
8. the Bidder discloses that (check one of the following, as applicable):
 9. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 10. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
11. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 12. prices;
 13. methods, factors or formulas used to calculate prices;
 14. the intention or decision to submit, or not to submit, a bid; or
 15. the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;

ANNEX "A"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 16. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 17. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to (6)(b) above.

Printed Name and Signature of Authorized Agent of Bidder

Position Title

Date

**ANNEX “B”
BASIS OF PAYMENT
PRICING SCHEDULE**

The Bidder must complete the attached pricing schedule and include it in its financial bid. The Bidder must respond to this pricing schedule in its Financial bids for each of the Task specified in the Statement of Work under #6 and its quoted firm all inclusive per hourly rate (in Cdn \$) for each of the resource categories being proposed.

From contract award until March 31, 2015

Task 6.1				
Resource’s Category	Resource’s name	Level of Effort	Per Hourly Rate	Total
Total for Task 6.1				

Task 6.2				
Resource’s Category	Resource’s name	Level of Effort	Per Hourly Rate	Total
Total for Task 6.2				

Task 6.3				
Resource’s Category	Resource’s name	Level of Effort	Per Hourly Rate	Total
Total for Task 6.3				

**ANNEX “B”
BASIS OF PAYMENT
PRICING SCHEDULE**

Task 6.4				
Resource’s Category	Resource’s name	Level of Effort	Per Hourly Rate	Total
Total for Task 6.4				\$

Task 6.5				
Resource’s Category	Resource’s name	Level of Effort	Per Hourly Rate	Total
Total for Task 6.5				\$

Task 6.6				
Resource’s Category	Resource’s name	Level of Effort	Per Hourly Rate	Total
Total for Task 6.6				\$

Total Amount for Tasks 6.1 to 6.6 (Excluding Taxes)				\$
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