



REQUEST FOR PROPOSALS

Project Title:
**Beaufort Region Strategic Environmental Assessment,
Synthesis and Report Package**

Project Lead: Inuvialuit Regional Corporation
Reference Number: RN20180004
Proposal Call Date: November 26 th , 2018
Proposal Submission Deadline: January 11 th , 2019*

December 8, 2018

* The original proposal submission date (January 4th, 2019) has been extended by 7 calendar days to January 11th 2019. Amendment was approved on December 8, 2018.

REQUEST FOR PROPOSALS

Inuvialuit Regional Corporation (“IRC”), on behalf of the Beaufort Region Strategic Environmental Assessment (BRSEA), is requesting Proposals from interested and qualified Proponents for the provision of services as outlined in this Request for Proposals (“RFP”).

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SECTION I GENERAL INFORMATION AND INSTRUCTIONS

1. Proposals must be received **prior to 15:00 Mountain Time on Friday, January 4, 2018** (the "Proposal Submission Deadline"). Proposals are to be submitted by **email** to the IRC Contact Person for this RFP:

Email: jparrott@inuvialuit.com
Attention: Jennifer Parrott
Reference: RN20180004

2. Proponents are encouraged to identify themselves to the Contact Person early in the RFP notice period to advise of their interest in submitting a proposal.
3. One or more amendments to submitted Proposals may be sent by email to the Contact Person above and will be accepted if the amendment is received prior to the Proposal Submission Deadline. Any amendments to Financial Proposals should be clearly labelled in the subject line as such.
4. The IRC may extend the deadline for proposals for any reason prior to the Proposal Submission Deadline by means of a written notice published on the IRC website (<https://www.irc.inuvialuit.com/rfp>). If the IRC extends the Proposal Submission Deadline, IRC will notify all proponents that have provided contact information to the IRC Contact Person.
5. Proponents may not amend their Proposal after the Proposal Submission Deadline, unless as a result of negotiations commenced by the IRC, but may withdraw their Proposal at any time.
6. If a Proposal or amendment contains a defect, or fails to comply with the requirements of this RFP, the IRC at its sole discretion reserves the right to accept the Proposal if it determines that the defect or failure to comply is not material.
7. In the event all Proposals or amendments have material defects with the requirements of this RFP, the IRC reserves the right to cancel the RFP, or to accept the Proposal deemed to be in the best interest of the IRC.
8. Notwithstanding any other provision of this RFP, this is **not** a Request for Tenders or otherwise a bid and is not an offer to enter into either a bidding contract (often referred to as "Contract A") or a contract to provide goods and/or services (often referred to as "Contract B"). The IRC is not bound to accept the Proposal that provides for the lowest cost or price to the IRC nor any Proposal of those submitted.
9. Notice in writing to a Proponent and the subsequent execution of a written Agreement shall constitute the making of a contract. No Proponent shall acquire any legal, equitable, or contractual rights or privileges whatever until the contract is signed.
10. The IRC reserves the right to negotiate price, scope of work, or both, with the chosen Proponent.

11. If a contract is to be awarded as a result of this RFP, it shall be awarded to the Proponent who is responsible and responsive and whose Proposal provides the best potential value to the IRC. Responsible means the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure performance of the contract obligations.
13. If a written contract cannot be negotiated within a time frame fixed by the IRC, the IRC may, at its sole discretion, terminate negotiations with that Proponent, or Proponents, and either negotiate a contract with another Proponent or choose to cancel this RFP process and not enter into a contract with any of the Proponents.
14. Should a contract be awarded as a result of this RFP it is expected that the contract to be entered into with the Successful Proponent will be substantially in the form of the Pro-Forma Contract set out in Section V of this RFP. Proponents are cautioned to thoroughly review the Pro-Forma Contract to ensure, before incurring the expense of Proposal preparation, that they are capable of meeting the terms and conditions of the contract.
15. In the event of any inconsistency or conflict between the provisions contained in this RFP or the successful Proposal and the contract to be entered into with the Successful Proponent, the provisions of the executed contract shall govern.
16. The IRC has the right to cancel this RFP at any time and to reissue it for any reason whatsoever without incurring any liability and no Proponent will have any claim against the IRC or any of its directors, officers, agents, employees or representatives, including the Contact Person, or any of the Co-Chairs or any of their directors, officers, agents, employees or representatives as a consequence.
17. Addenda to this RFP issued by the IRC prior to the Proposal Submission Deadline are incorporated into and form part of this RFP. By submitting a Proposal the Proponent acknowledges having received all Addenda issued with respect to this RFP. It is the responsibility of all Proponents to contact the Contact Person referenced in Section I, paragraph 25 of this RFP to ensure receipt of all potential Addenda prior to submitting a Proposal.
18. The IRC, or any of its directors, officers, agents, employees or representatives, including the Contact Person, or any of the Co-Chairs or any of their directors, officers, agents, employees or representatives, is not liable for any costs of preparation or presentation of Proposals even if this RFP is cancelled.
19. An evaluation committee will review each Proposal. The IRC reserves the exclusive right to determine the qualitative aspects of all Proposals relative to the evaluation criteria.
20. Proposals may be short-listed prior to the evaluation of Proposals on the basis of price.
21. The Proposal and accompanying documentation submitted by the Proponents will not be returned.
21. The IRC will not be held responsible for errors or omissions contained in a Proposal.

22. If a Proponent intends to use subcontractors, the Proposal should include the name(s) of the subcontractor(s) and the portion of the work the subcontractor(s) will perform. Proposals should also include the complete address of the subcontractor, the type of work the subcontractor will perform, and the percentage of work to be performed by the subcontractor.
23. Proponents and their employees and representatives involved with the Proposal, will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent regarding the preparation, content or representation of their Proposals.

By submitting a Proposal, a Proponent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Proponent and Proponent team, represents and confirms to the IRC, with the knowledge and intention that the IRC may rely on such representation and confirmation, that its Proposal has been prepared without collusion or fraud, and in fair competition with Proposals from other Proponents.

24. If submitting a Proposal as a joint venture, the Proponent should include with their Proposal a copy of the joint venture agreement, identifying the principals involved and their rights and responsibilities with regard to performance and payment. If this information is not provided with a Proposal it will be requested by the IRC prior to the establishment of a contract, and failure to provide the joint venture agreement within the time frame stipulated by the IRC may result in disqualification of the Proposal.
25. All questions or enquiries (“Enquiries”) concerning this RFP must be in writing and be submitted no later than five (5) calendar days prior to the Proposal Submission Deadline and directed to the following Contact Person:

Attention: Jennifer Parrott

Address: Inuvialuit Regional Corporation
107 Mackenzie Rd, Inuvik, NT
X0E 0T0

Phone: (867) 777-7053

Email: jparrott@inuvialuit.com

The following applies to any Enquiries:

- a. responses to Enquiries will be in writing;
- b. all Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by the IRC;
- c. the IRC is not required to provide a response to any Enquiry;
- d. Proponents are encouraged to submit Enquiries at an early date to permit consideration by the IRC;
- e. a Proponent may request that a response to an Enquiry be kept confidential by clearly identifying the Enquiry as “Commercial in Confidence” if the Proponent considers that the Enquiry is commercially confidential to the Proponent;

- f. if the IRC decides that an Enquiry marked “Commercial in Confidence”, or the IRC’s response to such an Enquiry, must be distributed to all Proponents, then the IRC will permit the Proponent to withdraw the Enquiry rather than receive a response, which election must be made by the Proponent within three (3) business days of being informed of the IRC’s decision. If the Proponent does not withdraw the Enquiry, then the IRC may provide its response to all Proponents;
- g. notwithstanding sections (e) and (f) above:
 - i. if one or more other Proponents submits an Enquiry on the same or similar topic to an Enquiry previously submitted by another Proponent as “Commercial in Confidence”, the IRC may provide a response to such Enquiry to all Proponents; and
 - ii. if the IRC determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an Enquiry, including an Enquiry marked “Commercial in Confidence”, the IRC may, in its discretion, distribute the Enquiry, response or information with respect to such matter to all Proponents.
- h. The IRC reserves the right of the Contact Person to contact a Proponent (including by telephone) to clarify a written communication, including to avoid a proliferation of written communication in respect of the same subject matter.

Proponents may only rely on written communication from the Contact Person. Information offered from sources other than the Contact Person with regard to this RFP is not official, may be inaccurate, and should not be relied on in any way, by any person for any purpose.

SECTION II TERMS OF REFERENCE

1. PROJECT IDENTIFICATION

Project Title: **Beaufort Region Strategic Environmental Assessment (BRSEA), Synthesis and Report Package**
Location: **Inuvik**
Issuer: **Inuvialuit Regional Corporation**

2. BACKGROUND

The Beaufort Regional Strategic Environmental Assessment (BRSEA) is a multi-stakeholder undertaking that aims to promote engagement, education, monitoring, and research projects in the Western Arctic to support informed decision-making around possible future resource development and management, environmental conservation programs, community sustainable and subsistence activities, and other complementary commercial activities. The BRSEA is led by two (2) parties: the Inuvialuit (represented by the Inuvialuit Regional Corporation and the Inuvialuit Game Council) and Canada (represented by Crown-Indigenous Relations and Northern Affairs Canada). Project support to the BRSEA is jointly provided by IRC for the Inuvialuit Settlement Region and by the Northern Affairs Organization of CIRNAC.

To support the Government's commitment to a clean environment and a strong economy, decisions around potential resource development and conservation plans involve balancing risks and benefits at project-specific, regional and national scales. Government, Indigenous communities, industry and local stakeholders have an interest in understanding and assessing the balance of potential development and conservation scenarios. In particular, the detection, management and monitoring of cumulative effects of resource development is at the interface of project-specific and regional concerns and is often raised as a priority by all stakeholders.

The delicate nature of the Arctic ecosystem and the unique logistical and scientific challenges associated with potential offshore oil and gas activities were key considerations in prohibiting the issuance of new offshore oil and gas licences of all Arctic Canadian waters. This prohibition allows time for the risks and benefits of potential oil and gas activities in the Beaufort Sea to be assessed ahead of review of the 5-year review decision (in 2021).

The purpose of the Beaufort Regional Strategic Environmental Assessment (BRSEA) is to assess the potential effects, including cumulative effects, on the human and environmental systems of the Beaufort Sea Region as monitored through the Valued Ecosystem Components, of alternative strategic initiatives, plans or programs (collectively "Scenarios"), associated with potential offshore oil and gas activities in the Beaufort Sea Region. This assessment is therefore, not simply expanding the scope of the spatial and temporal boundaries of a particular project, rather, it encompasses a comprehensive examination of the interrelationships between the environment, social, cultural and

economic conditions, the traditional use and wildlife harvesting of natural resources and decision-making by Inuvialuit, regulatory and planning authorities. The outputs of the BRSEA do not represent decisions, but rather the results of a systematic evaluation of options such that a strategic direction can be identified, and informed regional policies, plans, programs and project development decision can be made.

This requirement is for a Contractor to support the BRSEA through the development and delivery of an Assessment, Synthesis and Report Package for the Strategic Environmental Assessment for the Beaufort Sea Region. Leveraging knowledge gathered and studies completed to date and on-going, the Contractor's work will take into account the various Valued Ecosystem Components of the Beaufort Sea Area, with respect to Local Traditional Knowledge (LTK), biophysical, environmental, socio, cultural, subsistence economy and economic impacts and benefits, as further detailed in section 4. Scope, below, and will require subject matter expertise in a number of disciplines aligned to the Valued Ecosystem Components as further detailed in section 5. Disciplines below. The Contractor will provide the knowledgeable and coordinated project management function, oversight and quality assurance of the delivery of its services together with the services of a complement of recognized and competent subject matter experts required to finalize the Assessment and develop the Report Package for the BRSEA to be delivered to the Inuvialuit Regional Corporation (IRC), Inuvialuit Game Council (IGC) and Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) [together the "Co-Chairs" of the BRSEA] for review with Regional stakeholders. The completed BRSEA Report Package will also form part of the Prime Minister announced science-based review, taking into account marine and climate change science that will inform future decisions on offshore Arctic oil and gas.

This Terms of Reference sets out the required scope of work, options, required input information, deadlines, and deliverables for each phase of the work. *[Note to Proponents: Proponents are requested to specify in their Proposal the specific methodology and work plan for the conduct of the work, including proposed work schedules, milestones, review, reporting and communications structure. The final work plan, schedule, milestones, review, reporting and communications structure will be subject to negotiation between the IRC and the successful Proponent prior to execution of any contract and will form part of any resulting contract.]*

3.OBJECTIVES

The Contractor's work shall support the BRSEA in achievement of the following:

- Leveraging the considerable body of knowledge gathered and work undertaken to date within the Beaufort Region and ensuring the appropriate consideration of Traditional Local Knowledge (TLK), and "Western"/scientific knowledge, on behalf of and working in close collaboration with the Co-Chairs, analyze and synthesize quantitative and qualitative data and findings, to compile and build-out the Regional Strategic Environmental Assessment Report and associated knowledge transfer and engagement materials ("the Report Package") for the Beaufort Sea Region.
- Employing an established and rigorous methodology for Strategic Environmental Assessment, that will contribute to preserving Inuvialuit cultural identity and values, enable Inuvialuit to be equal and meaningful participants in the northern and national economy and society, and to protect and

preserve Arctic wildlife, environment and biological productivity while guiding future development, based on the best available knowledge of environmental (human and natural) thresholds and limits.

- Ensuring the Report Package provides a comprehensive examination of the interrelationships between the environment, social, cultural and economic conditions, the traditional use and wildlife harvesting of natural resources and decision-making by Inuvialuit, and regulatory and planning authorities for all “Valued Ecosystem Components” (as further defined in section 5 below).
- Providing a completed BRSEA Report Package (comprised of a comprehensive BRSEA Final Report, addressing all topics identified in the Report Table of Contents as affirmed by the Co-Chairs – see Appendix A for a draft Table of Contents; a summary of findings; a plain language synthesis report suitable for distribution within the ISR; and presentation materials suitable for use by Co-Chairs in presentation to Regional stakeholders). The completed BRSEA Report Package shall be suitable to inform Regional participants, the public in the Beaufort Region, as well as to inform the Prime Minister’s announced science-based review.
- Ensuring the completed BRSEA Report Package includes the following outcomes:
 - recommends desired economic and environmental outcomes and thresholds for offshore oil and gas development in the Beaufort Region while respecting the Inuvialuit Final Agreement and relevant regulatory processes;
 - advances the baseline understanding of the state of knowledge around the Beaufort Sea; and
 - supports informed decision-making around possible future resource development and management, environmental conservation programs, community sustainable and subsistence activities, and other complementary commercial activities; ensuring Indigenous knowledge, local/community knowledge and western science will be utilized and included equally whenever possible.

4. SCOPE OF WORK

The work will be conducted in six (6) phases from Award to March 31, 2020, as detailed below.

The Contractor shall deliver the following services and outputs on a milestone basis, in accordance with the Work Plan as proposed by the Contractor within its Proposal and refined with the Co-Chairs during Phase 1 below. The Contractor shall ensure its work methods provide for effective and iterative presentation and validation of concepts, draft and updated component documentation for each Valued Ecosystem Component as well as for the overall components of the BRSEA Report Package with the Co-Chairs.

Phase 1 - Work Plan Finalization

Within **two (2) weeks of Contract Award**, the Contractor shall meet with the Co-Chairs to review the preliminary Work Plan provided in its Proposal, including any proposed adjustments to the BRSEA Report Table of Contents (see Appendix A to this Terms of Reference) and the Contractor’s proposed source list

(see Appendix B to this Terms of Reference for a preliminary listing), work methodology, activities, effort, milestones and schedule; to present ideas, gather feedback and changes from the Co-Chairs in order to refine and confirm a finalized Work Plan for the conduct of the Work.

In accordance with the feedback received from the Co-Chairs, **within two (2) weeks following the meeting with the Co-Chairs** the Contractor shall deliver for review and approval, a finalized Work Plan including an updated methodology and approach, updated description of any data collection instruments (if required), updated detailed BRSEA Report Table of Contents, confirmed source list and annotated bibliography for use in the conduct of the Work. The Contractor's updated Work Plan shall include finalized dates for completion of each activity and deliverable/sub-deliverable and a detailed meeting and reporting schedule.

Phase 2 – Background Assessment and Synthesis

Upon written approval from the Co-Chairs, the Contractor shall implement its Work Plan.

The Contractor shall undertake a review, analysis and synthesis of the relevant and available background information and data pertaining to the Beaufort Sea Region, including consideration of related work previously undertaken in the Region such as, but not necessarily limited to, the foundational studies and background information identified in Appendix B attached to this Terms of Reference.

The Contractor shall review the studies and literature confirmed by the Co-Chairs to be used in the Work with respect to the BRSEA, analyze the state of knowledge, and identify any gaps.

This shall include, identification, in collaboration with the Co-Chairs, the baseline knowledge, ecological thresholds (including the basis for establishment of these thresholds, e.g. nature of impact, magnitude, probability, temporal and/or spatial extent, reversibility, etc.), management limits and maximum limits for each of the Valued Ecosystem Components together with targets for each of the Valued Ecosystem Components.

Phase 3 – Development of Components for Draft Report

The Contractor shall work collaboratively with the Co-Chairs in review and refinement of the Contractor's Work. The Contractor shall ensure that it presents each component of the draft Report to the Co-Chairs in iterative phases, including an initial presentation of the component's proposed concept, gathering of feedback from the Co-Chairs, followed by the Contractor's refinement and development of the draft Report component, gathering of feedback from the Co-Chairs, and update to the Report component, and review of the updated/refined draft Report component for approval and use in the compiled Draft Beaufort Region Strategic Environmental Assessment (BRSEA) Report.

Working in collaboration with the Co-Chairs, the Contractor shall:

- **Synthesize data and findings from BRSEA activities** completed to date and those on-going over the term of the Contract (as agreed upon by the Co-Chairs) for integration into the BRSEA Draft and Final Report. This shall include identification of the drivers of change in the Beaufort Region, including changes in policy directions and management approaches, external and natural drivers of change;

and development of change metrics for the BRSEA.

- **Establish and document a TLK Framework** which shall highlight the method of Traditional Knowledge inclusion within the cumulative effects and Scenario portions of the Assessment. This document shall provide methodology and guidelines specifically associated with data types and themes provided by IRC.
- Based on the synthesis of data and findings and using the TLK Framework, **identify and develop**, in collaboration with the Co-Chairs, **strategic alternative Scenarios** for offshore oil and gas development activities in the Beaufort Large Ocean Management Area and ways to proceed vis-à-vis development and conservation in the Beaufort Region (collectively, the “Scenarios”). The Scenarios shall provide clear, focused descriptions of the plausible projected development futures and the associated co-evolutionary pathways of combined human and environmental systems. The Scenarios shall be based on community and ISR organization perspectives on offshore oil and gas development and other activities in the Region; ensuring each Scenario fully considers community and Inuvialuit perspectives.
 - This Work shall include identification and description of, at a minimum, five (5) Scenarios:
 - one (1) establishing the status quo – conservation or “the baseline Scenario”;
 - at a minimum, three (3) Scenarios of varying levels of development activity – ‘low’, ‘medium’ and ‘high’; and
 - one (1) ‘worst case Scenario’, or most severe potential outcome that can reasonably be projected.
- **Construct the Scenarios** of what each Scenario would consist of in the Regional environment relative to each and all Valued Ecosystem Components, while accounting for the influence of external policies/regulations, actions and natural changes.
 - The **Valued Ecosystem Components** are as identified in the Report Table of Contents, and include:
 - Physical
 - Weather and climate
 - Air quality
 - Water quality
 - Oceanography
 - Ice conditions
 - Icebergs, drift and distribution
 - Coastal dynamics and sea floor geology
 - Biological
 - Lower trophic level
 - Fish and fish habitat
 - Sea birds
 - Marine mammals
 - Migratory Birds
 - Invasive Species
 - Caribou
 - Human
 - Demographics

- Cultural Vitality
 - Subsistence activities
 - Sociocultural systems
 - Economy
 - Public health
 - Infrastructure
- **Identify the cumulative effects for each Scenario** by identifying potential effects on, threats to, or changes under each Scenario for each and all Valued Ecosystem Components.
 - Provide analysis and advice to support the Co-Chairs in their **identification of the anticipated preferred strategic Scenario** based on, but not limited to, community and ISR organization perspectives on: implications for sustainability of the Regional environment, potential to exacerbate, improve, or forge new Regional cumulative impacts or impact pathways, distributional consequences of change under the Scenario with regard to the effects on each and all Valued Ecosystem Components, and consistency and compatibility with policy and regulations.
 - Based on community and ISR organization perspectives on offshore oil and gas development and other activities in the Region, provide analysis and advice to **identify and develop mitigation needs and management actions**; to enable the Co-Chairs to come to a final decision on the preferred strategic Scenario.
 - Informed by the identification of the preferred strategic Scenario, and in consideration of community and ISR organization perspectives **develop a follow-up and TLK, science-research and monitoring program**, including post decision effect monitoring, performance evaluation of the implementation of the preferred strategic Scenario and its associated mitigation and management actions, and reporting of the monitoring results and of the preferred strategic Scenario's performance. This shall include sustainable, reusable and evolutive tools to ensure that data collected and analysis methods remain relevant and usable over time; applicable as conditions change over time.

Phase 4 – BRSEA Draft Report

Incorporating each of the above components, as conceptually validated, reviewed in draft(s) and finalized in consideration of the Co-Chairs input and decisions, the Contractor shall collate and deliver an integrated version of the BRSEA draft Report. The BRSEA draft Report shall be delivered **at least four (4) months prior to contract completion** (i.e. no later than November 30, 2019) for review and comment by the Co-Chairs.

The Contractor shall review the BRSEA draft Report with the Co-Chairs to gather feedback and revisions using the same iterative approach as in the development of the Report components. (e.g., initial review by Co-Chairs, gather feedback, revise).

Phase 5 – BRSEA Final Report

Incorporating the feedback received in Phase 4, the Contractor shall provide the BRSEA final Report – to

be delivered **one (1) month prior to contract completion** (i.e. no later than February 28, 2020).

Phase 6 – BRSEA Final Report Package - Knowledge Transfer Materials

Based on the Final Report, the Contractor shall develop and provide material to assist the Co-Chairs with communications, engagement and knowledge transfer on the BRSEA Report Package, collectively the “Knowledge Transfer Materials”, including:

- A BRSEA summary of findings;
- A plain language synthesis report suitable for distribution within the ISR; and
- Presentation materials (e.g. presentation decks, fact sheets, etc.) suitable for use by the Co-Chairs in presentation to Regional stakeholders.

The Contractor shall review the Final Report Package Knowledge Transfer Materials with the Co-Chairs, and incorporate their feedback and comments, and re-submit in final form, to be delivered **prior to contract completion**, and no later than March 31, 2020.

5. REQUIRED DISCIPLINES

In delivering the Services, the Contractor shall provide the requisite subject matter expertise in the Streams and disciplines identified below to ensure the BRSEA incorporates Traditional Local Knowledge, available scientific information and public feedback; and to ensure the knowledgeable analysis and incorporation of the required content for all Value Ecosystem Components into the final BRSEA Report Package.

The Contractor shall provide and manage the Services of an integrated and multi-disciplinary team of qualified Resources that overall shall address the following discipline subject matters at the level of experience and expertise required to complete the work. Each discipline may be addressed by one (1) or more persons, and one (1) person may fulfill multiple roles/disciplines; depending upon their background and experience. In addition, the Contractor shall provide overall project management and quality assurance of the delivery of the Work, to ensure an integrated and cohesive outcome for the project.

Stream #1 – Project Management:

- Project Management;
- Quality Assurance;

Stream #2 - Traditional Local Knowledge (experience working with Traditional Local Knowledge, including local natural resource knowledge):

- Socio, cultural, subsistence economy and economic;
- Biophysical environment;

Stream #3 – Socio, cultural, subsistence economy and economic disciplines – “Western”/scientific knowledge (including experience working with complex scientific data, large data systems, identification of patterns or trends and modelling):

- Socio-Cultural:
 - Cultural vitality, infrastructure, food security, ability to harvest, education;
- Indicator development and analysis, socio-economic impacts and benefits and analysis, including:

- Economic Measures;
- Economic Impact/Potential (e.g., Tourism, Labour, Commercial, Tradition, Manufacturing, etc.);
- Statistics;

Stream #4 – Biophysical and environmental disciplines - Scientific Knowledge (including experience working with complex scientific data, large data systems, identification of patterns or trends and modelling):

- Marine Biology;
- Ecology;
- Sea ice and Oceanography;
- Coastal dynamic and sea floor geology;
- Contaminants;
- Climate Change Modelling;
- Oil and Gas Industry (Understanding of risks and safety with respect to Oil and Gas, experience in the Oil and Gas sector including working with industry participants);
- Indicator development and analysis for biological systems, air, water and terrestrial quality, socio-economic impacts and benefit and analysis; and
- Cumulative impacts and environmental interactions.

6. REPORTING AND PROJECT MANAGEMENT

For the matters pertaining to the content of the Work and deliverables, the Contractor shall report to the Co-Chairs for the duration of the contract, as set out in the Contractor’s Work Plan and approved by the Co-Chairs.

This shall include, at a minimum:

- Bi-weekly reports, in writing, on the subject contents of the Contractor’s work and findings – in a format suitable for sharing with other members of the BRSEA (e.g. technical working papers, etc. to provide informative updates on the content of the Work and associated next steps);
- Bi-weekly Progress/Project Management updates, providing the status of the Contractor’s deliverables (including percentage completed, cost to date, time and budget status).

For matters pertaining to the administration of the contract, the Contractor shall report to the IRC Contact as identified in the Form of Agreement.

7. LOCATION OF WORK AND TRAVEL

It is anticipated that the majority of the work will be undertaken at the Contractor’s place of business and delivered to the Co-Chairs via electronic means.

The Contractor shall meet in person with the Co-Chairs in Inuvik to undertake:

- a Kick-off meeting and review of the Contractor’s methodology and Work Plan at the commencement of Phase 1;
- comprehensive review and gathering of feedback on the Contractor’s Draft BRSEA Report in

- Phase 4; and
- formal presentation of the Final Report to and review of the draft Final Report Package Knowledge Transfer Materials with the Co-Chairs at the conclusion of Phase / commencement of Phase 6.

The reasonable and actual cost associated with the Contractor's / Resources' travel to participate in the above three (3) meetings shall be reimbursed, in accordance with the Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/en>), subject to the provision of receipts. The Contractor shall confirm its provided estimates for eligible travel expenses with the IRC prior to undertaking any travel.

Other meetings may take place virtually (e.g. by teleconference, web presence) or in person, at the Co-Chairs' discretion. In the review of the Contractor's preliminary Work Plan in Phase 1, the Contractor shall confirm with the Co-Chairs any additional in-person meetings and travel requirements, beyond the above three (3) meetings, as contained within the Contractor's Proposal. In-person meetings where travel is required and authorized by the Co-Chairs will be reimbursed, in accordance with the Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/en>) as set out above.

Except as expressly set out in the Contractor's Work Plan as approved by the Co-Chairs, the Contractor is responsible for all costs related to its own and its deployed Resources' personal expenses, including the cost of travel between their place of business and the Co-Chairs' facilities, regardless of the location of the Resources conducting the work. No other expenses will be reimbursed for any required travel.

8. METHODOLOGICAL CONSIDERATIONS

In synthesizing and developing the Report Package Components the Contractor shall follow:

- the BRSEA Draft Table of Contents, as detailed in Appendix A and with any revisions as confirmed with the Co-Chairs in Phase 1;
- the Contractor's methodology and Work Plan – as confirmed with the Co-Chairs in Phase 1; and
- this Terms of Reference.

In the conduct of the Work, the Contractor shall consider and implement practicable measures to enhance the participation of Inuvialuit participants, including but not limited to, Inuvialuit Businesses, in support of the Contractor's service delivery. This could include: capacity development, on-the-job training, employment or contracting (supplies or services), as set out in the Contractor's Work Plan and approved by the Co-Chairs. The Contractor shall provide priority to the delivery of supplies and services to Inuvialuit Businesses (see: <https://irc.inuvialuit.com/business/inuvialuit-business-list-ib/>).

In the completion of the Work, the Contractor and its Resources shall abide by the terms of a Non-Disclosure Agreement (NDA) and Data Sharing Agreement that shall be provided after the contract is awarded and will compliment Part V Form of Agreement. In so doing, the Contractor and its Resources shall keep in confidence and not use or disclose without the express written instruction of the Co-Chairs, any proprietary or confidential information obtained in the course of its Work. This information includes any business confidential information. The Contractor must obtain written permission from the Co-Chairs prior to the use of any materials and knowledge gained from this project in the

Contractor's other work or business, including presentation at conferences. All NDAs and Data Sharing Agreements will remain valid at least for a period equal to the length of the project, or longer, as indicated in the executed Agreement.

9.SUPPORT TO THE CONTRACTOR

As required for the conduct of the work, the Co-Chairs will provide:

- access to available data, studies and foundational works pertinent to the project in possession of the Co-Chairs;
- timely review, comment and approvals on the Contractor's milestones and deliverables;
- organization, conduct of, and outputs from any Stakeholder engagement sessions conducted by one (1) or more of the Co-Chairs that are relevant to the conduct of the Contractor's Work. It is not expected that the Contractor will be involved in any Stakeholder engagement during the course of the contract.

10. BUDGET

The maximum budget for the work is \$600,000.00 CAD, inclusive of all taxes and expenses.

11. TERM OF THE PROJECT

The term of the contract will be from date of execution to March 31, 2020.

APPENDIX A DRAFT BRSEA REPORT TABLE OF CONTENTS

The following provides the draft Table of Contents for the BRSEA Final Report, as developed jointly by the BRSEA Co-Chairs. This Table of Contents shall inform and be reflected in the work completed by the Contractor, and may be added to or adjusted as recommended by the Contractor and authorized by the Co-Chairs.

1. Context of the RSEA
 - a) Context of the RSEA and the 5-years science review
 - b) Management regimes in the region
 - i. Inuvialuit Final Agreement
 - ii. Inuvialuit Regional Corporation
 - iii. Inuvialuit Game Council
 - iv. GNWT
 - v. INAC
 - vi. Others
 - c) RSEA governance, coordination and consultation (i.e. RSEA Terms of Reference)
 - d) Temporal and spatial limit
 - e) Goal of the RSEA
2. State of baseline knowledge
 - a) Physical
 - i. Weather and climate
 - ii. Oceanography
 - iii. Ice conditions
 - iv. Icebergs, drift and distribution
 - v. Coastal dynamics and sea floor geology
 - vi. Gaps
 - b) Biological
 - i. Lower trophic level
 - ii. Fish and fish habitat
 - iii. Sea birds
 - iv. Marine mammals
 - v. Invasive species
 - vi. Migratory birds
 - vii. Caribou
 - viii. Polar Bear
 - ix. Gaps
 - c) Human
 - i. Demographics
 - ii. Cultural Vitality
 - iii. Public health
 - iv. Economy

- v. Subsistence activities
 - vi. Infrastructure
 - vii. Gaps
- d) Oil and Gas
 - i. History
 - ii. Emissions
 - iii. Sound generation
 - iv. Drilling, support vessels, etc.
 - v. Oil discharge prevention
 - vi. Etc.
 - vii. Gaps
- 3. Scenarios and projections (drivers of change)
 - a) Environmental (climate change)
 - b) Technology
 - c) Economic development
- 4. Risks and benefits assessment
 - a) Scenario 1 – Baseline / No action
 - i. Air quality
 - ii. Water quality
 - iii. Lower trophic level
 - iv. Fish and fish habitat
 - v. Sea birds
 - vi. Marine mammals
 - vii. Terrestrial animals (Polar Bears, caribou, migratory birds)
 - viii. Subsistence activities
 - ix. Sociocultural systems
 - x. Economy
 - xi. Public health
 - b) Scenario 2
 - i. Air quality
 - ii. Water quality
 - iii. Lower trophic level
 - iv. Fish and fish habitat
 - v. Sea birds
 - vi. Marine mammals
 - vii. Terrestrial animals (Polar Bears, caribou, migratory birds)
 - viii. Subsistence activities
 - ix. Sociocultural systems
 - x. Economy

xi. Public health

c) Scenario 3

- i. Air quality
- ii. Water quality
- iii. Lower trophic level
- iv. Fish and fish habitat
- v. Sea birds
- vi. Marine mammals
- vii. Terrestrial animals (Polar Bears, caribou, migratory birds)
- viii. Subsistence activities
- ix. Sociocultural systems
- x. Economy
- xi. Public health

d) Scenario 4

- i. Air quality
- ii. Water quality
- iii. Lower trophic level
- iv. Fish and fish habitat
- v. Sea birds
- vi. Marine mammals
- vii. Terrestrial animals (Polar Bears, caribou, migratory birds)
- viii. Subsistence activities
- ix. Sociocultural systems
- x. Economy
- xi. Public health

e) Scenario 5 – ‘worst case’ Scenario

- i. Air quality
- ii. Water quality
- iii. Lower trophic level
- iv. Fish and fish habitat
- v. Sea birds
- vi. Marine mammals
- vii. Terrestrial animals (Polar Bears, caribou, migratory birds)
- viii. Subsistence activities
- ix. Sociocultural systems
- x. Economy
- xi. Public health

5. Preferred Scenario and mitigation

- a) Recommended development Scenario(s) and mitigation

- b) On-going monitoring planning
 - c) Research gaps
6. Summary and conclusions

APPENDIX B POTENTIAL SOURCE MATERIAL

The following documents and links provide access to some of the known available data and information related to the Beaufort Sea Region and potentially relevant to the conduct of the BRSEA. This Appendix is provided to support the development of the BRSEA Report Package Source List and annotated bibliography, and may be added to or adjusted as recommended by the Contractor and authorized by the Co-Chairs during the course of the Phase 1.

Foundational Works shall be incorporated into the BRSEA and shall inform and be reflected in the work completed by the Contractor.

Other Available Source Material may provide pertinent background or additional information.

Foundational Works

Arctic Offshore Drilling Review. National Energy Board. Available online at: <https://www.neb-one.gc.ca/nrth/rctcffshrdrlngvrw/index-eng.html>

Beaufort Sea Strategic Regional Plan of Action and Appendices. Available online at: <http://www.bsstrpa.ca/>

Beaufort RSEA Oil and Gas Life Cycle Activities Scenario. Canadian Association of Petroleum Producers. To be provided following Award.

Traditional and Local Knowledge studies completed as part of the BRSEA work plan, including but not limited to:

- Inuvialuit Land Use and Occupancy and Harvest Studies. To be provided following Award.
- Inuvialuit Place Names - a consolidated and quality-controlled map of place names within the ISR. To be provided following Award.
- Inuvialuit Cultural Life—Out On The Land. To be provided following Award.

Integrated Oceans Management Plan for the Beaufort Sea: 2009 and beyond. Department of Fisheries and Oceans Available online at: <http://www.dfo-mpo.gc.ca/Library/350719.pdf>

2011 Beaufort Regional Environmental Assessment (BREA) Data Mining Project. ArcticNet. Available online at: http://www.arcticnet.ulaval.ca/pdf/research/brea_arcticnet2011.pdf

2012 State of the Ocean Report for the Beaufort Sea Large Ocean Management Area. Canadian Manuscript Report of Fisheries and Aquatic Sciences 2977. Available online at: <http://www.dfo-mpo.gc.ca/oceans/publications/soto-rceo/2012/beaufort-eng.html>

March 2016 Beaufort Regional Environmental Assessment: Key Findings: Research and Working Group Results 2011 - 2015. Available online at: https://rsea.inuvialuit.com/docs/NCR10615510-v1-BREA_FINAL_REPORT.PDF

Other Available Source Material

2009 Regional Strategic Environmental Assessment in Canada Principles and Guidance PN 1428 ISBN 978-1-896997-84-1 PDF Available online at: https://www.cme.ca/files/Resources/enviro_assessment/rsea_principles_guidance_e.pdf

2013 Advancing Regional Strategic Environmental Assessment in Canada's Western Arctic: Implementation Opportunities and Challenges Article (PDF Available) in Journal of Environmental Assessment Policy and Management 15(01) · March 2013

Beaufort Regional Environmental Assessment Working Group Reports and Publications (various). Available online at: <https://www.beaufortrea.ca/publications/>

Various Studies available on ArcticNet, available online at: <http://www.arcticnet.ulaval.ca/research/current.php>

Various Publications made possible through the Environmental Studies Research Fund, available online at: <https://www.esrfunds.org/174>.

The outcomes of completed BRSEA program activities, available online at: <https://rsea.inuvialuit.com/Activities> and as contained within the work plan for the Beaufort Regional Strategic Environmental Assessment 2018-2020, available online at: <https://rsea.inuvialuit.com/docs/Inuvialuit%20Workplan%20RSEA%202018-21%20Website.pdf>.

APPENDIX C GLOSSARY

The following terms used in the Terms of Reference have the following meanings, whether capitalized or not, unless the context requires otherwise:

BRSEA	Beaufort Region Strategic Environmental Assessment.
Beaufort Sea Large Ocean Management Area	Approximately 1,107,694 km ² , located in the extreme northwestern corner of Canada, and includes the marine portion of the Inuvialuit Settlement Region. The Beaufort Sea Large Ocean Management Area is one of five priority areas identified for integrated ocean management planning by the Government of Canada.
Beaufort Region	See 'Inuvialuit Settlement Region'
Beaufort Sea	The Canada Basin of the Arctic Ocean north of Alaska, Yukon and the Mackenzie Delta coast, bounded on the east by Banks Island and Prince Patrick Island.
BRSEA	Beaufort Region Strategic Environmental Assessment
CAPP	Canadian Association of Petroleum Producers
CIRNAC	Crown Indigenous Relations and Northern Affairs Canada
Co-Chairs	Means the Co-Chairs of the BRSEA, who are: the Inuvialuit (represented by IRC and IGC) and Canada (represented by CIRNAC).
GNWT	Government of the Northwest Territories
Inuvialuit Business	Has the meaning set out in the Inuvialuit Final Agreement.
Inuvialuit Settlement Region	Has the meaning set out in the Inuvialuit Final Agreement.
IFA	Inuvialuit Final Agreement
IGC	Inuvialuit Game Council
IRC	Inuvialuit Regional Corporation
ISR	Inuvialuit Settlement Region
MPA	Marine Protected Area
NEB	National Energy Board
RSEA	Regional Strategic Environmental Assessment
Resource	Means the persons providing services on behalf of the Contractor, whether employees or sub-contractors.
TLK	Traditional and Local Knowledge
Valued Ecosystem Components	Have the meaning as set out in section 5. of the Terms of Reference.
Western Arctic	For the purpose of this Terms of Reference means the Canadian Beaufort Sea and the Inuvialuit Settlement Region.
Work Plan	

APPENDIX D GOVERNANCE FRAMEWORK

The following Acts, Regulations, Policies and Standards apply to the conduct of the BRSEA. Please refer to the hyperlinks embedded below for additional background and context on the requirements and conduct of the work:

Canadian Environmental Assessment Act, 2012 and associated regulations, available online at: <https://laws-lois.justice.gc.ca/eng/acts/C-15.21/>

Inuvialuit Final Agreement 2005, available online at: <http://www.irc.inuvialuit.com/sites/default/files/Inuvialuit%20Final%20Agreement%202005.pdf>

Oceans Act S.C. 1996, c. 31 and associated regulations, available online at: <https://laws-lois.justice.gc.ca/eng/acts/O-2.4/>

Terms of Reference for the Beaufort Regional Strategic Environmental Assessment. Available online at: <https://rsea.inuvialuit.com/About/TermsOfReference>

APPENDIX E RESOURCE TEAM QUALIFICATIONS

The following tables describe the anticipated roles and level of experience/expertise required for each of the disciplines identified in Section 5. of the Terms of Reference:

Discipline	Description (Anticipated Role)	Desired Level of Experience / Expertise
Stream #1 - Project Management:		
Project Management	<p>The Project Management discipline of the Project Team is responsible for planning and coordinating project management activities including financial, planning and contracting aspects; giving briefings on progress and concerns of the project; coordinating and preparing documentation in response to scheduled and unscheduled reports, returns and observations to update management on project progress; planning and coordinating the activities of project Resources, including any sub contractors and other support providers.</p>	<p>8+ years as a project manager in the field of environmental analysis; University degree in an environmental or business field; Experience as a Project Manager on projects related to resource development.</p> <p>Additional preference will be given to Experience within federal, territorial, or provincial governments. Experience working with Indigenous organizations or communities.</p>
Quality Assurance	<p>The Quality Assurance discipline of the Project Team is responsible for developing, deploying and evaluating policies, procedures, standards, initiatives, metrics, forms and tools for the quality management system; Verifying and confirming if the quality management system's process assets (policies, procedures and standards) are being adhered to; Leading process improvement initiatives, and facilitating/coaching teams which are performing process improvement initiatives; Managing and monitoring all aspects of the Quality Management System; Conducting conformance audits of the Quality Management System. Reporting results and recommending appropriate corrective actions to deal with the non-conformances.</p>	<p>One (1) + project(s) experience delivering Quality Assurance services in the field of environmental analysis.</p> <p>Additional preference will be given to: Experience within federal, territorial, or provincial governments delivering Quality Assurance services relevant to environmental analysis. Experience in project management of an environmental assessment or Strategic Environmental Assessment.</p>

Discipline	Description (Anticipated Role)	Desired Level of Experience / Expertise
Stream #2 - Traditional Local Knowledge (experience working with Traditional Local Knowledge, including local natural resource knowledge):		
Socio, cultural, subsistence economy and economic	Responsible for providing expertise in Traditional Local Knowledge relevant to socio, cultural, subsistence economy and economic factors to and applying that knowledge to planning and decision-making processes relevant to the Strategic Regional Environmental Assessment.	<p>One (1) + project(s) experience working with Traditional Local Knowledge, current social and economic issues.</p> <p>Demonstrated understanding, through experience, of Traditional Knowledge collection methods, pedagogy and Inuit perspectives.</p> <p>Additional preference will be given to: Project working with Arctic TLK, current social and economic issues and local community or regional experience; with a preference for experience relevant to the Western Arctic; Indigenous language fluency, with a preference for languages within the ISR.</p>
Biophysical environment	Responsible for providing expertise in Traditional Local Knowledge relevant to biophysical environment (natural resources) factors to and applying that knowledge to planning and decision-making processes relevant to the Strategic Regional Environmental Assessment.	<p>One (1) + project(s) experience working with Traditional Local Knowledge, current social issues and natural resources.</p> <p>Demonstrated understanding, through experience, of Traditional Knowledge collection methods, pedagogy and Inuit perspectives.</p> <p>Additional preference will be given to: Project working with Inuvialuit TLK, current social issues and natural resources in the Arctic; Project experience relevant to environmental analysis; Indigenous language fluency, with a preference for languages within the ISR.</p>

Discipline	Description (Anticipated Role)	Desired Level of Experience / Expertise
Stream #3 - Socio, cultural, subsistence economy and economic disciplines - "Western"/scientific knowledge (including experience working with complex scientific data, large data systems, identification of patterns or trends and modelling):		
Socio-Cultural	Responsible for providing input into the Strategic Regional Environmental Assessment relevant to the impacts and potential affecting Local communities' customs, lifestyles, values, businesses, social organizations, etc. from a socio-cultural perspective.	<p>Post secondary education in a relevant field One (1) + project(s) demonstrating experience providing services relevant to socio-cultural research in an environmental assessment.</p> <p>Additional preference will be given to: Experience with local community or region.</p>
Cultural vitality, infrastructure, food security, ability to harvest, education	Responsible for providing input into the Strategic Regional Environmental Assessment relevant to the impacts and potential affecting Local communities' customs, lifestyles, values, businesses, social organizations, etc. from the perspective of the discipline.	<p>Post secondary education in a relevant field One (1) + project(s) demonstrating experience providing services relevant to socio-cultural research in the discipline in an environmental assessment.</p> <p>Additional preference will be given to: Experience in the discipline with local community or region.</p>
Indicator development and analysis, socio-economic impacts and benefits and analysis, including:		
Economic Measures	Responsible for providing input into the Strategic Regional Environmental Assessment relevant to the impacts and potential affecting economic measures in the Region.	<p>Advanced postsecondary education in a relevant field (e.g. economics). One (1) + project(s) demonstrating experience providing services relevant to economic measures in an environmental assessment. Experience in the Northern economy.</p> <p>Additional preference will be given to: Experience with oil and gas economic potential impact on regional economies.</p>

Discipline	Description (Anticipated Role)	Desired Level of Experience / Expertise
Economic Impact/Potential (e.g., Tourism, Labour, Commercial, Tradition, Manufacturing, etc.)	Responsible for providing input into the Strategic Regional Environmental Assessment relevant to the impacts and potential affecting Local tourism, labour, tradition and manufacturing, etc. from an economic perspective.	<p>Advanced postsecondary education in a relevant field (e.g. economics). One (1) + project(s) demonstrating experience providing services relevant to economic impact/potential in an environmental assessment. Experience in the Northern economy.</p> <p>Additional preference will be given to: Experience with oil and gas economic potential.</p>
Statistics	Responsible for providing input into the Strategic Regional Environmental Assessment on applied statistics that concerns the collection, processing, compilation, dissemination, and analysis of economic data. Analyses within economic statistics both make use of and provide the empirical data needed in economic research, whether descriptive or econometric.	<p>University degree in (applied) mathematics, (applied) statistics, or a related field. One (1) + project(s) demonstrating experience and familiarity with standard and advanced statistics concepts and methodologies. At least one project experience with economic potential of an exploration/resource development project within the last five years.</p>
<p><i>Stream #4 - Biophysical and environmental disciplines - Scientific Knowledge (including experience working with complex scientific data, large data systems, identification of patterns or trends and modelling):</i></p>		

Discipline	Description (Anticipated Role)	Desired Level of Experience / Expertise
Marine Biology	Provide subject matter expertise in Marine to provide input into the Strategic Regional Environmental Assessment focusing on the ecology and behavior of microbes, plants, and animals inhabiting oceans, coastal waters, and saltwater wetlands and their interactions with the physical environment in Canada's North.	<p>University Science degree with post graduate education in Marine Biology or Oceanography.</p> <p>One (1) + projects demonstrating experience providing advisory services relevant to Marine Biology.</p> <p>One (1) + projects demonstrating experience with an environmental project within the last five years.</p> <p>Experience in the North or Arctic.</p> <p>Additional preference will be given to:</p> <p>Experience related to oil and gas development in a marine/ocean environment.</p>
Ecology	Provide input into the Strategic Regional Environmental Assessment focusing on ecological processes in the environment and particular ecosystems.	<p>University Science degree with a specialization in Ecology.</p> <p>One (1) + projects demonstrating experience providing advisory services relevant to ecology, using a variety of landscape scales and development spatial patterns.</p> <p>One (1) + projects demonstrating experience with an environmental project within the last five years.</p>

Discipline	Description (Anticipated Role)	Desired Level of Experience / Expertise
Sea ice and Oceanography	Provide subject matter expertise relevant to Ice and Coastal Regions to provide input into the Strategic Regional Environmental Assessment focusing on the monitoring of coasts in cold climate regions in Canada's North.	<p>University Science degree with post graduate education relevant to Ice and Coastal Environments.</p> <p>One (1) + project(s) demonstrating experience providing advisory services relevant to Ice and Coastal Regions.</p> <p>One (1) + project(s) demonstrating experience with an environmental project within the last five years.</p> <p>Experience in the North or Arctic.</p> <p>Additional preference will be given to:</p> <p>Experience related to oil and gas development in an Arctic marine/ocean environment.</p>
Coastal dynamic and sea floor geology	Provide subject matter expertise relevant to Coastal Regions and sea floor geology to provide input into the Strategic Regional Environmental Assessment focusing on the monitoring of coasts and seabeds in cold climate regions in Canada's North.	<p>University Science degree with post graduate education relevant to Sea floors and Coastal Environments.</p> <p>One (1) + project(s) demonstrating experience providing advisory services relevant to Sea floors and Coastal Environments.</p> <p>One (1) + project(s) demonstrating experience with an environmental project within the last five years.</p> <p>Experience in the North or Arctic.</p> <p>Additional preference will be given to:</p> <p>Experience related to oil and gas development in an Arctic marine/ocean environment.</p>

Discipline	Description (Anticipated Role)	Desired Level of Experience / Expertise
Contaminants	Provide subject matter expertise relevant to Contaminants associated with offshore oil and gas development in cold climate regions in Canada's North.	<p>University Science degree with post graduate education relevant to major resource development contaminants.</p> <p>One (1) + project(s) demonstrating experience providing advisory services relevant to Contaminants associated with offshore oil and gas development.</p> <p>One (1) + project(s) demonstrating experience with an environmental project within the last five years.</p> <p>Experience in the North or Arctic.</p> <p>Additional preference will be given to:</p> <p>Experience related to oil and gas development in an Arctic marine/ocean environment.</p>
Climate Change Modelling	Provide Climate Change Modelling subject matter expertise relevant to environments in Canada's North.	<p>University Science Degree with a specialization relevant to Climate Change.</p> <p>One (1) + project(s) demonstrating experience and knowledge of computational physics and/or climate modeling, with analysis of model output.</p> <p>One (1) + project(s) demonstrating experience with a climate related project in Canada's North or the Arctic within the last five years.</p>

Discipline	Description (Anticipated Role)	Desired Level of Experience / Expertise
<p>Oil and Gas Industry (Understanding of risks and safety with respect to Oil and Gas, experience in the Oil and Gas sector including working with industry participants)</p>	<p>Responsible for providing input into the Strategic Regional Environmental Assessment with respect to the Oil and Gas industry including the understanding of risks and safety and working with industry participants.</p>	<p>One (1) + projects demonstrating experience in the field of environmental analysis providing input relevant to the Oil and Gas industry.</p> <p>One (1) + projects demonstrating experience in the use of legislation, regulations, policies and institutions relevant to oil and gas activities in the NWT.</p> <p>One (1) + projects demonstrating experience in the use of technical knowledge of the fundamentals of oil and gas exploration, production, processing and transportation activities.</p> <p>Demonstrated Project experience incorporating the environmental review process applicable to oil and gas activities in the NWT, cumulative environmental effects assessment, protected areas strategy land use planning processes and initiatives and sustainable development concepts.</p> <p>University degree in an environmental, scientific, or business, field.</p>
<p>Indicator development and analysis for biological systems, air, water and terrestrial quality, socio-economic impacts and benefit and analysis</p>	<p>Provide indicator development and analysis for biological systems, air, water and terrestrial quality and associated socio-economic impacts and benefit analysis relevant to the Strategic Regional Environmental Assessment.</p>	<p>University degree in (applied) mathematics, (applied) statistics, environmental statistics, environmental science or a related field.</p> <p>One (1) + projects demonstrating experience providing indicator development and analysis relevant to environmental projects.</p> <p>One (1) + projects demonstrating experience with an environmental project within the last five years.</p>

Discipline	Description (Anticipated Role)	Desired Level of Experience / Expertise
Cumulative impacts and environmental interactions.	Responsible for providing subject matter expertise and analysis input into the Strategic Regional Environmental Assessment with respect to the cumulative impacts and environmental interactions of potential offshore oil and gas development on the Region.	University degree in (applied) environmental science, environmental studies, environmental statistics or a related field. One (1) + projects demonstrating experience assessing cumulative impacts and interactions relevant to environmental projects. One (1) + projects demonstrating experience with cumulative impacts and interactions relevant to oil and gas development. One (1) + projects demonstrating experience with an Arctic environment.

SECTION III PROPOSAL EVALUATION CRITERIA

1. MANDATORY REQUIREMENTS

The IRC has several requirements that are deemed Mandatory when submitting a response to this RFP. **Failure to comply with the mandatory requirements will result in disqualification of the proponent's Proposal and removal of the Proposal from further considerations during the evaluation process.**

The IRC has identified the following criteria to be mandatory and therefore critical to the success of the project:

- Proposals **must** be received prior to the specified Proposal Submission Deadline.
- Proposals **must** meet the Technical Mandatory Requirements specified in section 2 below.
- Proposals **must** consist of two (2) separately packaged, clearly labelled electronic submissions as follows: one (1) Technical submission containing the written Proposal provided in response to these Proposal Evaluation Criteria; and one (1) Fees & Expenses submission (clearly titled "Price" in the file name) containing the proposed Price for the completion of the work. Pricing information is to be contained solely within the Price submission.
- Price Proposals **must** clearly state the total proposed fees and expenses.
- Prices proposed **must** be stated in actual dollars and cents expressed in Canadian funds.
- The total proposed cost **must not** exceed the project budget identified in the Terms of Reference (in Canadian funds, all estimates and taxes included).

2. TECHNICAL MANDATORY REQUIREMENTS

Proposals shall first be reviewed by an evaluation committee to determine the compliance (pass / fail) with the following Technical Mandatory Requirements.

Proposals must meet all of the following Technical Mandatory Requirements in order to be further evaluated on the basis of the criteria subject to rating (as set out in section 3 below). Proponents:

- Proposals **must** include a company profile and corporate resume, clearly identifying the Proponent, or in the case of joint venture Proponents, the identity of all Proponent Team Members (entities or individuals who are signatories to the Proponent's joint venture agreement) and describe their role and proportional contribution in providing the required Services. The company profile and corporate resume **must** demonstrate that the Proponent, or in the case of joint venture Proponents, the lead of the joint venture, has **at least eight (8) years' experience in providing project management of multidisciplinary teams.**

- Proposals **must** demonstrate that the Proponent, or in the case of joint venture Proponents, the lead of the joint venture, has experience, **completing two (2) projects** for clients external to the Proponent’s organization **in each** of the following:

- **environmental assessment of major resource projects; and**
- **environmental analysis.**

For the purposes of this mandatory requirement, a “major resource project” is a large resource project which is subject to a comprehensive study, a panel review, or a large or complex multi-jurisdictional screening, as defined under the Canadian Environmental Assessment Act (CEAA); or international equivalent.

- Proposals **must** propose a **team of Resources that demonstrate** the following:

- **At least one (1) Resource assigned to each of the 18 disciplines identified in the Streams below, who demonstrates experience in the discipline to which he/she is assigned:**
 - ***Stream #1 - Project Management:***
 1. Project Management;
 2. Quality Assurance;
 - ***Stream #2 - Traditional Local Knowledge (experience working with Traditional Local Knowledge, including local natural resource knowledge):***
 3. Socio, cultural, subsistence economy and economic;
 4. Biophysical environment;
 - ***Stream #3 - Socio, cultural, subsistence economy and economic disciplines - "Western"/scientific knowledge (including experience working with complex scientific data, large data systems, identification of patterns or trends and modelling):***
 5. Socio-Cultural:
 6. Cultural vitality, infrastructure, food security, ability to harvest, education;
 - Indicator development and analysis, socio-economic impacts and benefits and analysis, including:
 7. Economic Measures;
 8. Economic Impact/Potential (e.g., Tourism, Labour, Commercial, Tradition, Manufacturing, etc.);
 9. Statistics;
 - ***Stream #4 - Biophysical and environmental disciplines - Scientific Knowledge (including experience working with complex scientific data, large data systems, identification of patterns or trends and modelling):***
 10. Marine Biology;
 11. Ecology;
 12. Sea ice and Oceanography;
 13. Coastal dynamic and sea floor geology;

14. Contaminants;
15. Climate Change Modelling;
16. Oil and Gas Industry (Understanding of risks and safety with respect to Oil and Gas, experience in the Oil and Gas sector including working with industry participants);
17. Indicator development and analysis for biological systems, air, water and terrestrial quality, socio-economic impacts and benefit and analysis; and
18. Cumulative impacts and environmental interactions.

- **Experience in project management and advising on development and implementation of projects in a multi-stakeholder environment;**
- **Experience related to offshore oil and gas potential** (including both exploration AND production); and
- Experience **working directly with Indigenous communities in Canada.**

Proponents **must** provide a Team organizational chart including all Resources, their role(s), and reporting relationships within the Proponent’s Team and to the Co-Chairs, and **must** provide a CV for each proposed Resource.

For Proposals meeting all Mandatory Requirements, Team and Resource experience will be subject to rating. The Proposal and submitted CVs should demonstrate the experience and expertise of each proposed Resource relevant to the Discipline(s) in which they are proposed to be assigned and relevant to the subject matter of the BRSEA.

- Proposals **must** provide **an approach, methodology and Work Plan, including:**
 - Proposed Source List;
 - Proposed adjustments to the draft Report Table of Contents (if any), including explanation and rationale for any adjustments or rationale why no adjustments are proposed;
 - Detailed list of activities, milestones, deliverables and sub-deliverables;
 - Estimated level of effort per activity; and
 - Proposed meeting and reporting schedule; and
 - Proposed review processes.

IRC reserves the right to accept a submission that does not initially meet the mandatory requirements but that is remedied prior to the submission deadline in accordance with paragraphs 3 and 5 of Section 1.

3. RATED CRITERIA

Proposals shall be evaluated and rated by an evaluation committee, using the predetermined criteria set out below in this Section III and as detailed in Section IV, to determine which Proposal

potentially provides the best value to the IRC.

Detailed ratings and comments will be confidential.

In terms of relative importance, each criterion is given a pre-assigned weight, as outlined on the Proposal Rating Schedule provided at the end of this Section, by which each Proposal will be evaluated.

Each criterion is rated on a scale of 0 to 10 (see Table 1 on the following page). Each criterion’s rating is then multiplied by the assigned weight to yield a total for that element. Summation of the individual totals yields a total score, which represents the overall degree of satisfaction for the respective submission. This procedure is repeated for each of the responsive Proposals.

The evaluation of Fees & Expenses will be conducted only following the evaluation of Technical written Proposals on the Rated Requirements.

The highest total score will determine the Proposal that potentially provides the best value to the IRC.

Table 1

Score Legend (Unit Points)				
0	2.5	5	7.5	10
<u>Deficient</u> The Proposal fails to meet the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The Proposal has little merit and fails to demonstrate that the work will be performed in an acceptable manner.	<u>Poor</u> The Proposal fails to meet the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The Proposal has some merit, but there are significant weaknesses that could result in unacceptable shortcomings in performance of the work.	<u>Fair</u> The Proposal barely meets the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The Proposal has substance but there are weaknesses that could result in tolerable or reasonably correctable shortcomings in performance of the work.	<u>Good</u> The Proposal reasonably demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. The Proposal is comprehensive but there are minor weaknesses that should not significantly impact performance of the work.	<u>Excellent</u> The Proposal fully demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. There are no apparent weaknesses.

4. EVALUATION PROCESS

The IRC will evaluate Proposals in accordance with the proposal rating schedule provided in table below.

This RFP has detailed guidelines regarding the format of Proposal submissions. Proponent should ensure they thoroughly review Section IV (Response Guidelines) when preparing their Proposal.

The evaluation process shall consist of three stages: Review of Mandatory Requirements; Rated Requirements; and Fees & Expenses.

- Stage 1:** Review of Mandatory Requirements – Each Proposal will be reviewed by the IRC to ensure compliance with the stated mandatory requirements.

- Stage 2:** Evaluation of Rated Requirements – The evaluation of the rated requirements shall consist of a detailed review of the Proposal to determine the extent to which the Proposal addressed the requirements set out in this RFP. Rated Requirements Criteria are (as detailed in Section IV):

- 1) Proponent’s Experience
- 2) Project Team
- 3) Approach
- 4) Local Engagement
- 5) Proposal Quality

- Stage 3:** Evaluation of Fees & Expenses– The IRC will utilize a Lowest Cost Ratio approach to evaluate the total proposed fees and expenses of each Proposal. Lowest Cost Ratio is an evaluation approach whereby the Proposal with the lowest total proposed cost receives the maximum points available and all other Proposals receive a percentage of the points based on their total proposed cost relation to the lowest. This is determined by applying the following formula:

$$(\text{Lowest Cost} / \text{Cost Being Evaluated}) \times (25) = \text{Awarded Points}$$

5. PROPOSAL RATING SCHEDULE

Item	Rating Criteria	Assigned Weight (A)	Unit Points Awarded (B)	Total Points (A) x (B) = (C)
1	Proponent’s Experience	20		
2	Project Team	25		

3	Approach	25		
4	Local Engagement	20		
5	Proposal Quality	10		
	Sub-Total Technical Proposal Score	100		
	The score achieved by the Technical Written Proposal on each of the Rated Requirements (1 through 5) will be summed to arrive at a total out of 100 points, and the score for the Technical Written Proposal will be pro-rated to arrive at a Pro-Rated Technical Proposal Score out of 75, as follows: [(Score on 1 + Score on 2 + Score on 3 + Score on 4 + Score on 5) / 100 points] X 75	75		
6	Fees and Expenses*	25		
	Total Score [Pro-Rated Technical Proposal Score out of 75 + Fees and Expenses Score out of 25]	100		_____ /1000

*Note: Fees and expenses will be rated as described above.

SECTION IV RESPONSE GUIDELINES AND EVALUATION CRITERIA

Except as noted, the following information should be provided in each proposal. As this information will be utilized in evaluating each responsive proposal submitted, Proponents are encouraged to use the same headings to present their offer.

1. TECHNICAL PROPOSAL

The Technical Proposal **must** demonstrate that the Proponent meets the Mandatory Technical Requirements (as set out in Section III, section 2 above, and should address each of the criteria subject to rating (as set out in Section III, section 3 above and detailed below).

Proponents should demonstrate how they Proposal meets or exceeds the following rated criteria:

a) **Proponent Experience** (Weight 20):

Proponents should detail its experience in delivering services to clients relevant to the requirements of this RFP through the two (2) project summaries submitted in response to the Mandatory Technical Requirements.

For each of the two (2) projects, Proponents should include detailed supporting information describing and demonstrating their relevance to the Terms of Reference requirements, including start and completion date; duration and level of effort (size/magnitude) of the services completed; contract value (to the Proponent); location, temporal and spatial scope to which the services pertained; nature of analyses conducted, including description of ecosystem components, analyses undertaken; and nature of deliverables to the client and their objectives; including demonstration of their relevance to the Services required in this RFP. Preference will be given to projects that clearly demonstrate relevance to the Services required in the Terms of Reference.

Through the two (2) projects submitted in response to the Mandatory Technical Requirements, the Bidder should demonstrate its experience in:

- Completion of Strategic Environmental Assessment;
- Delivering the project services in relation to a marine or coastal environment. Preference will be given to northern or cold region ecosystems; and
- Working with a variety of types of client organizations (e.g. Indigenous, federal, other levels of government/regulatory bodies, industry sectors) to deliver the services including working in collaboration with multiple organizations.

Preference will be given to Proposals that demonstrate experience in each of the above factors.

Each project will be evaluated out of 10 points and the scores for the two (2) projects averaged, to arrive at an overall score for the Proponent out of 10. The score out of 10 will be weighted by the weight factor indicated.

b) Project Team (Weight 25):

Proposals should demonstrate the breadth and depth of experience and expertise of the proposed Resources and the extent to which the Proponents' proposed Resource Team meet or exceed the qualification set out in Appendix E to the Terms of Reference.

The experience of Resource(s) proposed to be assigned to each discipline will be evaluated out of 10 points.

Additionally, across the proposed Resource Team, Proposals should demonstrate the expertise and experience of the Team in:

- Strategic Environmental Assessment;
- Providing scientific/technical advice related to Strategic Environmental Assessments;
- Strategic Environmental Assessment in Canada and in Arctic regions; and
- Project experience in excess of the eight (8) years' required.

Preference will be given to Proposals that demonstrate each of the above factors, and demonstrate a depth of experience in each of the above across the proposed Resource Team.

The collective experience of the proposed Resource Team will be evaluated out of 10 points.

The scores for the 18 disciplines (out of 10 points each) and the score for the collective experience of the proposed Resource Team (out of 10 points overall) will be summed and pro-rated, to arrive at an overall score for the Proponent out of 25.

c) Approach (Weight 25):

Within the submitted approach and preliminary plan to the conduct of the Work, Proponents should demonstrate:

- A complete approach and plan that addresses all Phases of the Work, itemizes and describes all Deliverables, and provides in detail a proven approach and methodology to deliver quality deliverables that demonstrates the Proponent will deliver upon all requirements identified in sections 3., 4. and 5. of the Terms of Reference within the required timelines. The approach and plan should demonstrate and explain how the proposed Resource Team complement and level of effort for the Phase and Deliverable will deliver upon the Terms of Reference to produce quality Deliverables in a cost effective manner;

- Proposed adjustments to the draft Report Table of Contents (if any), that provide relevant explanation and rationale for any adjustments or rationale why no adjustments are proposed; demonstrating the Proponent's and its Resources' understanding of the subject matter and the conduct of Strategic Regional Environmental Assessment and demonstrating understanding and experience working to meet the objectives of multiple client organizations simultaneously;
- A proposed Source List and approach to background synthesis that demonstrates the Proponent's and its Resources' understanding of the subject matter through effective leveraging of the identified developed source materials and foundational studies, while incorporating other demonstrably relevant available source material to be included in the conduct of the BRSEA. Preference will be given to Proposals that clearly demonstrate the relevance of additional proposed source material to the BRSEA;
- A rigorous and tested methodology to provide comprehensive analysis and quality inputs to enable effective and informed client review and decision-making with respect to: confirming relevant source material and establishing the baseline knowledge; relevant Scenario identification and development; methods to establish thresholds, limits and targets; analysis and recommendations relative to the preferred Scenario; and development of mitigation needs, management actions and monitoring program;
- A clear and detailed schedule of activities, sub-deliverables, deliverables and milestones, together with a clear and viable approach for working in a collaborative manner with the Co-Chairs and providing to the Co-Chairs iterative inputs (concepts, drafts, refined drafts, finalized components) for each aspect of the BRSEA Report Package; in alignment with the overall project schedule. This should include demonstration of detailed meeting and reporting processes and schedules to ensure the Co-Chairs are apprised of content and project progress, issues, mitigations and outcomes. Preference will be given to Proposals that demonstrate effective use of remote service delivery to minimize travel expenses and maximize the content value of Deliverables for the BRSEA;
- A clear and proven approach to overall project management and quality assurance of the Services and Deliverables to be delivered to the Co-Chairs, including demonstration that the approach will result in a cohesive synthesized Assessment and Report Package; together with Report Package Knowledge Transfer Materials that will effectively communicate the process and outcomes of the BRSEA with each of a variety of Regional stakeholders, the general public and the Prime Minister's Science-based review;
- A detailed and proven approach to data management, demonstrating that the outcomes of the work will be readily transferrable to the client, re-usable, and able to be maintained current by the client and readily updated by the client as conditions change, to effectively address future conditions

and decision-making requirements.

Preference will also be given to approaches and methodology that clearly describe and demonstrate how TLK will be considered on an equal basis with “Western”/scientific knowledge, and how community and ISR organization perspectives will be effectively incorporated into the Work.

Each of the seven (7) aspects of the approach will be evaluated out of 10 points and the scores for the seven (7) aspects summed and pro-rated, to arrive at an overall score for the Proponent out of 25.

d) Local Engagement (Weight 20):

Proponents should provide an approach and plan demonstrating how it has considered and will continue to consider and implement, in the course of the delivery of Services under any contract, practicable measures to enhance the participation of Inuvialuit participants; including, but not limited to, priority to the delivery of supplies and services by Inuvialuit Businesses, in support of the Contractor’s service delivery.

Proponents should provide a clear approach and plan to initiating, implementing, sustaining, monitoring and reporting on participation measures that are relevant to the project work and that are demonstrated to enhance participation of Inuvialuit participants in the Work. Measures could include: capacity development, on-the-job training, employment or contracting (supplies or services). Proposals should demonstrate a clear approach and defined plan, that demonstrates how participation of Inuvialuit peoples and businesses will be achieved including realistic methods to identify and engage with Inuvialuit participants to facilitate the opportunities (e.g. communications, recruitment/retention, etc.), that participation is clearly related to the required Services, and that demonstrate the measures are likely to result in meaningful, measurable and sustained engagement of local resources in the delivery of the Proponent’s services and in the conduct of the BRSEA.

Preference will be given to approaches and plans that demonstrate priority to the delivery of supplies and services by Inuvialuit Businesses.

Preference will also be given to Proposals that demonstrate the Proponent has experience in implementing similar measures in past projects that resulted in the demonstrated meaningful, measurable and sustained engagement of local resources in the delivery of the Proponent’s services.

e) Proposal Quality (Weight: 10):

Proposals should demonstrate the Proponent’s capability to provide a professional quality written deliverable to its clients, including:

- Clear written narrative portions of the Proposal that clearly respond to and address all requirements of the RFP. Preference will be given to Proposals that do not contain marketing material and that avoid typographical or grammatical errors, and non-sensical content; and
- A well laid out Proposal that is customized to the requirements of the RFP and follows the ordering and structuring of the RFP; including clear and accurate references within the Proposal to related sections and information provided that is relevant to the requirement being responded to.

2. FEES AND EXPENSES

The Fees & Expenses Proposal **must** clearly state the proposed total fee, plus estimates for disbursements.

The Fees & Expenses Proposal should also include:

- a) A breakdown of the proposed cost of the project by Phase (Phases 1-6 of the Terms of Reference), including the anticipated role for each Resource, daily rate for each Resource, and estimated total number of hours for each Resource.
- b) A proposed schedule for payment aligned to the delivery of work under each milestone (“Milestone Payment Schedule”).
- c) An estimate of expenses to be incurred for:
 - Acquisition of any data/works required for the conduct of the work (if not in possession of the Co-Chairs);
 - Allowable travel expenses to attend meetings with the Co-Chairs in Inuvik, as set out in the Terms of Reference and in accordance with the National Joint Council Directive.
 - Any expenses associated with any travel for any additional meetings proposed with the Co-Chairs, as set out in the Proponent’s proposed Work Plan and in accordance with the National Joint Council Directive.

Prices proposed **must** be stated in actual dollars and cents expressed in Canadian funds. The total proposed cost **must not** exceed the project budget identified in the Terms of Reference (in Canadian funds, all estimates and taxes included).

3. REFERENCES

Proponents should provide names, telephone numbers and e-mail addresses for references for the two (2) projects submitted in response to the Mandatory Technical Requirements. In the event no reference contact information is provided in the submitted Proposal, IRC reserves the right to request Proponents to provide the contact information within a time period to be specified by the IRC Contact Person. Failure on the part of the Proponent to provide the contact information within the Proposal or within the time period specified in the IRC Contact Person’s request may impact on

the evaluation of the Proponent's Proposal.

Only those references of Proponents who are short-listed may be contacted to validate information submitted by the Proponent in its Proposal and evaluate the level of client satisfaction with the Proponent's work performance.

The IRC reserves the right to obtain references and conduct reference checks of the proponent from sources other than those given in the Proposal.

**SECTION V
PRO-FORMA CONTRACT**

The following Pro-Forma contract outlines key contractual requirements of the IRC, which are considered important to the IRC. The resulting contract will likely include and may not be limited to the following terms:

THIS AGREEMENT MADE this _____ day of _____, 20____
(the "Effective Date")

BETWEEN:

INUVIALUIT REGIONAL CORPORATION
(the "IRC")

AND:

(CONTRACTOR)
of the City/Hamlet of _____, in the _____
(the "Contractor")

(hereinafter referred to collectively as the "Parties" and individually as a "Party")

WHEREAS the IRC issued a Request for Proposals, reference number: RN20180004 (the "RFP"), for *Beaufort Region Strategic Environmental Assessment, Synthesis and Report Package* as set out in the Terms of Reference attached hereto and incorporated herein;

AND WHEREAS the Contractor has responded to the RFP by way of a formal proposal (the "Proposal") dated _____;

AND WHEREAS the Parties have agreed to enter into this Services Agreement in which the Contractor will provide certain Services in accordance with the terms hereof;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and the exchange of other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

DEFINITIONS:

In this Agreement, including the Appendices, unless the context otherwise requires, or unless expressly stated:

“Agreement” means this agreement and the attached appendices;

“Main Body” of the Agreement means this Agreement minus the appendices;

1. SERVICES AND PAYMENT

- 1.1. The Contractor agrees to provide to the IRC those services set out in the Request for Proposal "*Beaufort Region Strategic Environmental Assessment, Synthesis and Report Package*" attached as Appendix A and the Contractor's Proposal attached as Appendix B (hereafter the "Services") to the full satisfaction of the IRC.
- 1.2. The Services shall be provided by the Contractor at the rate mutually agreed to by both Parties and attached as Appendix C, and except as may be agreed upon between the IRC and the Contractor, the total amount payable to the Contractor for fees shall not exceed [to be completed prior to Award] (_____) Dollars.
- 1.3. The IRC agrees to pay the Contractor, in addition to the Contractor's fees, the expenses set forth in Appendix B attached hereto.
- 1.4. From time to time, the IRC may add to, delete from, or revise the Services by providing written notice to the Contractor, providing such additions, deletions, or revisions are reasonable and do not fundamentally alter the Agreement and the Contractor, in consultation with the IRC, shall determine how such additions, deletions or revisions shall be implemented.

2. TERM

- 2.1. This Agreement shall commence on the Effective Date and shall continue in force until March 31, 2020, unless otherwise terminated in accordance with the terms of this Agreement.

3. ENTIRE AGREEMENT

- 3.1. This Agreement and the attached appendices hereto comprise the entire Agreement between the Parties hereto and supersede and shall take effect in substitution for all previous Agreements and arrangements whether written or implied between the Parties relating to the Services to be provided by the Contractor and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the Effective Date of this Agreement. Where there is a conflict between the Main Body of this Agreement and any incorporated Appendix, the terms of the Main Body of this Agreement shall prevail, to the extent of the conflict, unless there is a provision in an Appendix which provides that a clause in the Appendix takes precedence over a provision in the Main Body.

4. CONTRACTOR RESPONSIBILITIES

- 4.1. The Contractor shall defend, indemnify and hold harmless the IRC, its directors, officers, employees, servants and agents and the Co-Chairs, any of their directors, officers, agents, employees and representatives from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related wholly or partially to the acts or omissions of the Contractor in its performance of this Agreement. The obligation to indemnify and hold harmless shall not apply to the extent that a court of competent jurisdiction finally determines that such losses or damages were caused by the intentional or negligent acts or omissions of the IRC, its officers, employees, servants or agents.
- 4.2. The Contractor shall be liable to the IRC for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Contractor for use in connection with the Agreement whether or not such loss or damage is attributable to causes beyond the Contractor's control.
- 4.3. The Contractor shall not assign, transfer or sub-contract any of the Services, or any part thereof, to any Party without written consent from the IRC. If, with the consent of the IRC the Services or any part thereof is performed by a sub-contractor, the Contractor shall be fully responsible to the IRC for the acts and omissions of the sub-contractor and all its officers, servants and agents.
- 4.4. The Contractor shall give notice to the IRC immediately of any claim, action, or other proceeding made, brought, prosecuted, or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the Contractor in its performance of the Services under this Agreement.
- 4.5. The Contractor shall comply with all legal requirements, and shall have and maintain, at its cost, all permits and licences required for its performance of the Services.
- 4.6. The Contractor will not provide any Services to any person in circumstances, which, in the reasonable opinion of the IRC, would likely give rise to a conflict of interest between the Contractor's obligations to that person and the Contractor's obligations to the IRC under this Agreement.
- 4.7. Upon completion of the Services the Contractor shall deliver to the IRC, if requested in writing, in addition to anything specifically required herein, all correspondence, documents, papers and property belonging to the IRC which may come into the Contractor's possession or control by virtue of this Agreement.
- 4.8. The Contractor declares that the Contractor has no pecuniary interest in the business of any third Party that would cause a conflict of interest in carrying out the Services. In

the event such an interest is acquired, in the IRC's opinion, during the life of this Agreement the Contractor shall be required to remedy the conflict of interest forthwith to the IRC's full satisfaction. If the Contractor refuses to remedy the conflict of interest, the IRC may terminate this Agreement.

5. FINANCIAL PROVISIONS

- 5.1. Upon completion of the Services, or any agreed upon part thereof, and provided all terms and conditions hereof on the part of the Contractor have been complied with, the IRC shall pay each invoice from the Contractor within thirty (30) calendar days after its receipt, or thirty (30) calendar days after delivery of the Services, whichever is later.
- 5.2. The Contractor may invoice the IRC from time to time in accordance with the milestone payment schedule set out in Appendix "B". All accounts shall be itemized giving details with dates, activities and time spent on each activity. The amounts will be based upon the Contractor's rates as represented in Appendix "B". All invoices are to be addressed and sent to:

Jennifer Parrott
Inuvialuit Regional Corporation
Bag Service 21
107 Mackenzie Rd
Inuvik, NT X0E 0T0

Email: jparrott@inuvialuit.com

Invoices should clearly indicate the reference number RN20180004 to avoid delay in payment. Invoices that do not indicate the reference number may be returned to the Contractor.

- 5.3. The IRC, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Contractor without penalty, expense or liability, if in the opinion of the IRC, the Contractor has failed to comply with or has in any way breached an obligation of the Agreement. Any such holdbacks shall continue until the breach has been rectified to the satisfaction of the IRC.
- 5.4. The IRC may, in order to discharge lawful obligations or to satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the Services pay any amount, which is due and payable to the Contractor under the Agreement, if any, directly to the obligee of and the claimants against the Contractor or subcontractor.

6. TERMINATION

- 6.1. The IRC may terminate this Agreement at any time in the event that, in the opinion of the

IRC, the Contractor is unable to perform the Services, the Contractor's performance of the Services is faulty, the Contractor becomes insolvent or commits an act of bankruptcy, any actual or potential labour dispute delays or threatens to delay timely performance of the Services, or the Contractor defaults or fails to observe the terms and conditions of the Agreement in any material respect.

7. CONFIDENTIALITY

- 7.1. The Contractor shall ensure that all and any information related to the affairs of the IRC to which the Contractor becomes privy as a result of this Agreement, is confidential and shall be treated as confidential during and after the term of this Agreement and shall not be divulged, released or published without the prior written approval of the IRC. The Contractor is fully liable for any damages arising from a breach of this provision.

8. GENERAL TERMS

- 8.1. This Agreement shall be interpreted and governed in accordance with the laws of the Northwest Territories and the laws of Canada as they apply in the Northwest Territories.
- 8.2. The Contractor is an independent Contractor, and nothing in this Agreement shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the IRC and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, employment insurance, income tax, workers' compensation and Payroll Tax.
- 8.3. There shall be no waiver of a breach of any term or condition of this Agreement unless the waiver is in writing and signed by the Party, which has not committed the breach. A waiver with respect to any specific breach shall not affect the rights of the Parties relating to other or future breaches.
- 8.4. The IRC, its servants and agents, shall not be liable to the Contractor, its officers, servants, agents or sub-contractors for any loss, damage or injury (including death) or for any loss or damages to the property of the Contractor, or property of others for which the Contractor is responsible, however arising or in any manner based upon, arising from or attributable to the performance of this Agreement; and the Contractor waives all rights and recourse against the IRC for any such loss, damage, or injury or loss or damage to the Contractor's property or property of others for which the Contractor is responsible.
- 8.5. This Agreement may be amended, extended or renewed in writing only.
- 8.6. It is intended that all provisions of this Agreement shall be fully binding and effective

between the Parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatsoever, then that particular provision shall be deemed severed from the remainder of this

Agreement and all other provisions shall remain in full force.

- 8.7. Time is of the essence of this Agreement, both with respect to times, dates, or periods specified in the Agreement; and at any times, dates, or periods that may be substituted for any of those in the Agreement, by agreement between the IRC and the Contractor.
- 8.8. No implied terms or obligations of any kind by or on behalf of either Party to this Agreement shall arise from anything in the Agreement and the express covenants and agreements therein contained and made by the Parties to this Agreement are the only covenants and agreements upon which any rights against the Parties are to be founded.
- 8.9. The failure of either Party at any time to require the performance of any provision or requirement of this Agreement shall not affect the right of that Party to require the subsequent performance of that provision or requirement.
- 8.10. All information, including documents, submitted to the IRC are in the custody and control of the IRC and thus subject to the protection and disclosure provisions of the *Access to Information and Protection of Privacy Act*. This Act allows any person a right of access to the records in the custody or under the control of the IRC subject to limited and specific exemptions.
- 8.11. The provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement shall survive any termination or expiration of this Agreement.
- 8.12. Title to any report, drawing, photograph, plan specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, Services or materials which are produced by the Contractor in performing the Agreement or conceived, developed or first actually reduced to practice in performing the Agreement (herein called "the property") shall vest in the IRC and the Contractor hereby absolutely assigns to the IRC the copyright in the property for the whole of the term of the copyright.
- 8.13. This Agreement shall enure to the benefit of and be binding upon the administrators, executors, successors, and assigns of Contractor and the successors and assigns of the IRC.
- 8.14. The Contractor shall keep proper accounts and records of this Agreement for a period of three (3) years after the expiry of this Agreement. At any time during the term of this Agreement, or the three (3) years after the expiry of this Agreement, the Contractor, upon request of the IRC shall produce such accounts and records.
- 8.15. In the event the Contractor is, in the opinion of the IRC, in default in respect of any of

the obligations under this Agreement hereunder the IRC may do any act it deems necessary to rectify such default and may deduct or set off the cost of such rectification against any amount or payment due to the Contractor.

- 8.16. There shall be no presumption that any ambiguity in this Agreement is resolved in favour of either Party, and the contra proferentem rule shall not be applied in interpretation of this Agreement.

9. INSURANCE

- 9.1. The Contractor shall, without limiting its obligations or liabilities hereunder, obtain, maintain, and pay for during the currency of the Agreement, and any renewal hereof, the following insurance with limits not less than those shown:

- a) Workers' Safety and Compensation Commission (WSCC) insurance covering all employees engaged in the Services in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Workers' Compensation Board as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the Contractor at its sole cost and is not reimbursed by the IRC.
- b) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the Contractor's employee engaged in the Services. If WSCC insurance exists, then in such event, the aforementioned Employer's Liability insurance shall not be required but the Commercial General Liability policy referred to in item (e) herein shall contain an endorsement providing for Contingent Employers' Liability insurance.
- c) Motor Vehicle, water craft and snow craft standard liability insurance covering all vehicles and/or craft owned or non-owned, operated and/or licensed by the Contractor and used by the Contractor in the performance of this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, death and damage to property; and with respect to buses used by the Contractor in the performance of this Agreement limits of not less than one million dollars (\$1,000,000) for vehicle hazards and not less than one million dollars (\$1,000,000) for Bodily Injury to or death of one or more passengers and loss of or damage to the passengers property in one accident.
- d) Aircraft Liability insurance covering all aircraft, owned or non-owned, operated and/or licensed by the Contractor and used by the Contractor in the performance of this Agreement with a bodily injury, death and property damage and passenger hazard limit of five million dollars (\$5,000,000) (inclusive).

e) Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:

- Products & Completed Operations Liability *
- contractor's Protective Liability
- Blanket Contractual Liability
- Broad Form Property Damage
- Personal Injury Liability
- Cross Liability
- Medical Payments
- Non-owned Automobile Liability *
- Contingent Employers Liability *
- Employees as Additional Insured *

* WHERE APPLICABLE

f) Professional Liability Insurance with limits of not less than five hundred thousand dollars (\$500,000) per claim and one million dollars (\$1,000,000) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this Agreement.

g) Motor Truck Cargo insurance, against all risks of physical loss or damage in an amount not less than \$500,000, covering the property of the IRC while in the care and custody of the Contractor during any transit, warehousing and delivery services required in the performance of this Agreement.

All policies shall provide that thirty days written notice be given to the IRC prior to any material changes or cancellations of any such policies.

The policies shall name the IRC, IGC and CIRNAC and all subcontractors as additional insured only with respect to the terms of this Agreement (except on WSCC insurance and Professional Liability insurance) and shall extend to cover the employees of the insured hereunder.

The Contractor shall be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such policies.

The Contractor shall deposit with the IRC prior to commencing with the Services a certificate of insurance evidencing the insurance(s) required by this Agreement in a form satisfactory to the IRC and with insurance companies licensed to conduct business in Canada that are satisfactory to the IRC. The Contractor shall provide to the IRC a new certificate of insurance meeting the above requirements on the

anniversary of its renewal.

10. NOTICE AND ADDRESS

10.1. All notices between the IRC and the Contractor may be sent by registered or certified mail, email, or by facsimile transmission, addressed to the Party to whom it is sent at the address shown below or such other address as either Party may specify to the other in writing. All notices, invoices or other documents shall be deemed to have been received on the date of delivery, when transmitted by email or facsimile transmission; or on the fifth business day, when sent by registered or certified mail.

i) If to the Inuvialuit Regional Corporation:

Inuvialuit Regional Corporation
Bag Service 21
107 Mackenzie Rd
Inuvik, NT X0E 0T0

Attention:
Email:
Phone:
Facsimile:

ii) If to the Contractor:

Company Name
Address

Attention:
Email:
Phone:
Facsimile:

[The rest of this page is left intentionally blank. The next page is the signature page]

IN WITNESS WHEREOF the Contractor has signed this Agreement on the _____ day of _____, 20____.

CONTRACTOR

Per: _____
Authorized Signature

Print Name / Title

Witness

IN WITNESS WHEREOF the IRC has signed this Agreement on the _____ day of _____, 20____.

INUVIALUIT REGIONAL CORPORATION

Per: _____
Authorized Signature

Print Name / Title

Witness