

**SEPTEMBER 29, 2017**

## Table of Contents

1.	GENERAL .....	3
1.1	Overview.....	3
1.2	Background Information .....	3
2.	INSTRUCTIONS TO RESPONDENTS .....	4
2.1	Submission.....	4
2.2	Consultant Requirements.....	5
2.3	Costing Submission.....	6
2.4	Inuit Content.....	6
2.5	Conflict of Interest.....	6
2.6	Terms and Conditions.....	7
3.	TERMS OF REFERENCE .....	8
3.1	Proposed Scope of Work and Tasks to be Performed.....	8
3.2	Process Map/Timing.....	9
3.3	Deliverables .....	9
3.4	Inquiries and Clarifications .....	10
4.	APPENDIX A: MAP OF AREA OF FOCUS.....	11
5.	APPENDIX B: SEA PROCESS MAP.....	12

## REQUEST FOR PROPOSAL

### 1. GENERAL

#### 1.1 Overview

The Nunavut Impact Review Board (NIRB) is currently conducting a Strategic Environmental Assessment in Baffin Bay and Davis Strait (the SEA; NIRB File No. 17SN034) pursuant to Section 12.2.4 of the Nunavut Agreement. The NIRB is responsible for coordinating the SEA, including considering previously-collected information and Inuit Qaujimajatuqangit, facilitating public engagement, and submitting a final report and recommendations to the Minister of Indigenous and Northern Affairs by March 2019. The focus of the SEA is to develop an improved understanding of potential types of oil and gas related exploration and development activities and components that could one day be proposed within the Canadian waters of Baffin Bay and Davis Strait, along with their associated risks, benefits, and management strategies. The final report produced by the NIRB at the conclusion of the SEA will be provided to the Minister of Indigenous and Northern Affairs for consideration and will inform the five (5)-year review of the Government of Canada decision to designate Canadian Arctic waters as off limits to future oil and gas licences. Staff of the NIRB will also be coordinating with a working group comprised of representatives from the following organizations, with each undertaking initiatives and activities in support of the SEA: Indigenous and Northern Affairs Canada (INAC), Nunavut Tunngavik Incorporated (NTI), the Qikiqtani Inuit Association (QIA), and the Government of Nunavut (GN).

A key component of the SEA is to describe the existing environment in Baffin Bay and Davis Strait and to develop and analyze possible exploration and development scenarios as relates to possible offshore oil and gas development. Accordingly, the NIRB is seeking responses to this Request for Proposal (RFP) from qualified consultants to provide, throughout the duration of the NIRB's SEA, the specialist consulting services and provision of deliverables set out below.

#### 1.2 Background Information

The primary objectives, responsibilities, jurisdiction, and functions of the NIRB are established through the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada (Nunavut Agreement) and further defined by the *Nunavut Planning and Project Assessment Act* (NuPPAA). The NIRB is Nunavut's 'environmental assessment agency', an independent institution of public government with responsibilities for assessing the potential ecosystemic and socio-economic impacts of project proposals and defining their regional impacts to determine whether they should be approved to proceed and, if so, under what terms and conditions. The NIRB also has the ability to establish monitoring programs to monitor compliance with terms and conditions of approval and evaluate project effects. Pursuant to Section 12.2.4 of the Nunavut Agreement and s. 22 of the NuPPAA, the NIRB may assume functions in addition to project-specific impact assessments.

Strategic environmental assessments can be used as beneficial planning and decision-making tools that can be applied to assess the potential outcomes and environmental effects of a policy, plan, or program in a defined geographical area or for a specific industrial sector. Strategic environmental assessments are well suited to undertaking a high-level and comprehensive analysis of alternatives, cumulative effects, and policy issues with regards to the potential for offshore oil and gas activities and components prior to individual projects being proposed and assessed. Unlike project-specific assessments undertaken by the NIRB, the SEA will not be focused on a proposed development project but, instead,

will identify the types of oil and gas exploration and development activities that could potentially be proposed for Baffin Bay and Davis Strait, evaluate existing information and identify information gaps, and examine issues associated with possible development scenarios.

The NIRB will be conducting the SEA in close association with multiple stakeholders – including government departments, industry, non-governmental organizations, potentially affected communities, and the general public – and will have a strong public engagement component with a focus on 10 communities in the Qikiqtani region of Nunavut. The SEA will consider the full range of possible offshore oil and gas activities that could potentially be undertaken within the Canadian waters of Baffin Bay and Davis Strait through the complete life cycle of development, including:

- Preliminary seismic surveying of the potential resources;
- Well site, geotechnical, and geohazard surveys;
- Exploratory and delineation drilling;
- Rig installation and drilling;
- Vessel traffic (support/supply vessels, seismic vessels, and air transportation);
- Transportation of the extracted resource (oil or natural gas);
- Seismic surveying throughout production;
- Operations and maintenance; and
- Decommissioning.

The SEA Area of Focus will consider potential future oil and gas exploration and development activities within the Canadian offshore waters of Baffin Bay and Davis Strait as identified in Figure 1: Strategic Environmental Assessment Area of Focus in Baffin Bay and Davis Strait (Appendix A). Potential interactions between identified exploration and development activities and the biological, physical, and human environments, including other types of land/marine use, will further be assessed.

All information pertaining to the NIRB's Strategic Environmental Assessment in Baffin Bay and Davis Strait can be accessed online from the NIRB's online public registry at [www.nirb.ca](http://www.nirb.ca) by using any of the following search criteria:

- Project Name: Strategic Environmental Assessment in Baffin Bay and Davis Strait
- NIRB File No.: 17SN034
- Application No.: 125087

## **2. INSTRUCTIONS TO RESPONDENTS**

### **2.1 Submission**

Parties interested in responding to this RFP should submit their proposal and any associated materials in PDF format to the attention of Ryan Barry, NIRB Executive Director, by e-mail to [rbarry@nirb.ca](mailto:rbarry@nirb.ca), prior to **4:00 p.m. MDT on September 22 29, 2017**.

Facsimile submissions or amendments to an original submission will not be considered.

The response to RFP should be clearly marked with the following name of the project: “Response to RFP for the Provision of Specialist Consultant Services to the NIRB During the Strategic Environmental Assessment in Davis Strait/Baffin Bay, NIRB File No.: 17SN034”.

The submission should include the following:

- Executive summary;
- Proposed approach, assumptions, and any limitations to fulfilling the RFP;
- Comprehensive response to the following sections
  - Consultant Requirements
    - Including company description, experience, and qualifications as relates to the requirements as stated within this RFP and listing of project team with profiles and related experience;
  - Costing Submission;
  - Inuit Content;
  - Conflict of Interest;
  - Proposed Scope of Work;
  - Proposed alternative approach to meeting the objectives of the SEA as stated in this RFP, including deliverables, if applicable; and
  - Ability to meet the proposed timelines as established.

## **2.2 Consultant Requirements**

Parties responding to the RFP must provide information to demonstrate that they have adequate expertise and experience in the following areas:

- Familiarity with the unique biophysical and socio-economic environments of the Canadian Arctic;
- Collection, evaluation, and use of scientific knowledge, Inuit Qaujimajatuqangit and traditional knowledge;
- Assessing the quality of literature featuring scientific knowledge;
- Undertaking a strategic environmental assessment, especially with regards to offshore oil and gas development;
- The assessment, development, operation, and decommissioning of offshore oil and gas operations and associated infrastructure and activities, including seismic surveying and transportation of oil or natural gas;
- A detailed technical understanding of the potential interactions between offshore oil and gas operations, associated infrastructure and activities with the natural environment and human activities, as well as standard best practices and mitigation measures;
- The identification and assessment of environmental impacts associated with offshore oil and gas operations and associated infrastructure and activities, including seismic surveying and transportation of oil or natural gas, as well as mitigation measures; and
- A listing of other projects with similar scopes of work undertaken, outcomes and references

## **2.3 Costing Submission**

The proposal should include a clearly identified costing submission and a service contract template. The costing submission should include a firm 'not to exceed' Total Fixed Fee with GST shown separately. Disbursements will be considered to be part of the Total Fixed Fee. At no time shall the Total Fixed Fee be exceeded without prior written authorization from the NIRB.

The costing submission shall include a breakdown of the total project cost in the form of a Fee Schedule that sets out the project tasks, project personnel responsible for completing the task, the hourly rate of the project personnel completing the tasks, an estimate of the time required to complete the project tasks, and the disbursements relating to each task.

Disbursements will be reimbursed at cost and must be job related; operating and overhead expenses will not be considered as a valid disbursement. Acceptable disbursements include airfare, accommodations, meals, per diems for project personnel, printing and copying costs, and telecommunications costs. Unacceptable disbursements include computer charges and Auto CAD or other drafting costs and equipment charges (unless expressly identified in the quote with the rationale for inclusion as an acceptable disbursement).

## **2.4 Inuit Content**

In compliance with Article 24 of the Nunavut Agreement, the NIRB will provide special consideration to quotes provided by an Inuit Firm, a Nunavut-registered business, respondents proposing to create Inuit employment, or respondents proposing to use goods or services from Inuit sub-contractors and suppliers. Accordingly, respondents are encouraged to describe any proposed Inuit involvement in the completion of this scope of work. In order to be considered for a bid adjustment of up to 14%, quotes must clearly indicate whether respondents are a Nunavut registered business and/or a registered Inuit firm, with proof of registration provided.

## **2.5 Conflict of Interest**

2.5.1 To better evaluate the potential for direct and perceived conflicts of interest associated with this work, the NIRB requires all respondents to identify any working relationships that they have or may have had in the past with organizations affiliated with oil and gas exploration and development activities, including the following:

- Organizations or firms active in petroleum exploration, development or production;
- Canadian Association of Petroleum Producers;
- National Energy Board;
- Canada-Newfoundland and Labrador Offshore Petroleum Board;
- Canada-Nova Scotia Offshore Petroleum Board; and
- Environmental Non-Governmental Organizations.

- 2.5.2 If the respondent has had a prior working relationship or currently has a working relationship with any of the parties listed above, the NIRB requests that the respondent provide the following additional information:
- the time period when the respondent and the party worked together and in what capacity;
  - a general description of the work undertaken by the respondent in the course of the working relationship with the party; and
  - any measures that the respondent is willing to take (such as implementation of a firewall, etc.,) to eliminate or manage the potential for or perception of conflict arising from the prior or current working relationship with the party.

## **2.6 Terms and Conditions**

- 2.6.1 This RFP is issued on behalf of the NIRB, who is the sole point of contact during the procurement process and subsequent work.
- 2.6.2 It is the responsibility of the respondent to familiarize themselves with all identified terms and conditions of this RFP prior to submission of a proposal. Any proposal not supported by the information requested in the RFP, or not complying with the RFP requirements, may not be considered.
- 2.6.3 Any deviations and exceptions from the terms and conditions shall be described fully on the respondent's letterhead. In the absence of such a statement, the proposal shall be accepted in strict compliance with all terms and conditions.
- 2.6.4 All proposed services and results must comply with all applicable laws and standards in Canada.
- 2.6.5 The length of the contract is expected to be between 12-17 months, commencing in October 2017.
- 2.6.6 This RFP does NOT constitute an offer. The NIRB does not bind itself to accept any quote or other response to the RFP, and is not obligated to accept any quote, including the lowest priced quote submitted by a respondent.
- 2.6.7 The NIRB will not reimburse a respondent or make any payments for the preparation of a response to this RFP, and any and all costs incurred by respondents associated with responding to this RFP are solely the responsibility of the respondent.
- 2.6.8 The NIRB has the right to cancel this RFP at any time and to reissue it for any reason whatsoever, without incurring any liability and no party will have any claim against the NIRB as a result of the cancellation or reissuing of the RFP.
- 2.6.9 If a contract is awarded as a result of this RFP, it will be awarded to the respondent, who, in the NIRB's sole opinion, provides the best potential value to the NIRB and/or to the respondent that is most capable, in all respects, to meet the NIRB's requirements.
- 2.6.10 If the NIRB awards a contract as a result of this RFP, the successful respondent will be notified of the intent to award in writing, and the subsequent execution of a written agreement shall constitute the making of a contract. Respondents will not acquire any legal or equitable rights or privileges whatsoever until the contract is signed by both parties and if there is any inconsistency between this RFP, and the ensuing contract, the contract shall govern.

- 2.6.11 While the Executive Director will be the principal contact for the successful respondent while completing this scope, if a contract is awarded as a result of this RFP, the successful respondent will be expected to work closely with designated NIRB staff contacts.
- 2.6.12 The quotes received will be evaluated as soon as practical after the closing time. Although the NIRB may disclose the number of quotes received and the names of the parties providing quotes, the specific details of the quotes received will not be made public.
- 2.6.13 The NIRB reserves the right to request any additional information that it deems necessary in order to make a decision on any proposal.

### **3. TERMS OF REFERENCE**

#### **3.1 Proposed Scope of Work and Tasks to be Performed**

The NIRB is seeking a response to this Request for Proposal from qualified consultants to identify how they would provide the following specialist services during this assessment:

- 3.1.1 Conduct an independent and increasingly refined review of all available literature, comprised of scientific knowledge and Inuit Qaujimajatuqangit and other available traditional knowledge, as pertains to:
- (i) The existing biophysical and socio-economic environment of the marine and coastal areas in Baffin Bay and Davis Strait, and the communities of the Qikiqtani Region of Nunavut;
  - (ii) Ongoing or planned human activities within Baffin Bay and Davis Strait not related to oil and gas development activities, such as development projects, fisheries, conservation initiatives, and traditional uses;
  - (iii) Predicted and actual biophysical and socio-economic effects resulting from ongoing activities within Baffin Bay and Davis Strait not related to oil and gas development activities and associated mitigation and monitoring measures;
  - (iv) Historic oil and gas development activities within the Nunavut Settlement Area and Baffin Bay and Davis Strait;
  - (v) Typical offshore oil and gas exploration activities;
  - (vi) Potential biophysical and socio-economic effects associated with offshore oil and gas development, including potential adverse effects (e.g., disruption of wildlife, interference with harvesting, accidental spills, etc.) and potential benefits (e.g., employment, contracting opportunities, revenue, etc.); and
  - (vii) Potential mitigation measures associated with all risks and impacts identified above;
- 3.1.2 Proactively engage with industry representatives and participate in structured in-person workshops to establish project scope and/or development scenarios;
- 3.1.3 Apply experience, expertise, and input provided by stakeholders, particularly industry representatives, to identify potential offshore oil and gas development scenarios that could arise in the SEA Area of Focus;
- 3.1.4 Prepare for, attend, and provide technical support to NIRB at the final public meeting, anticipated to occur late 2018;



- 3.1.5 Identify any gaps in the information (knowledge and data) available and any resulting technical issues (if any) that would need to be further addressed to assist in decision-making associated with potential future applications for oil and gas development in Baffin Bay and Davis Strait;

### 3.2 Process Map/Timing

- 3.2.1 The attached process map sets out the NIRB's current expectations in terms of the timing of the process associated with this review. However, respondents are cautioned that the timeline and process steps set out in the current process map are subject to change and may be altered as directed by the NIRB to reflect the circumstances.

### 3.3 Deliverables

- 3.3.1 All deliverables are to be supplied in electronic format (Word and PDF), in English, and NIRB shall own all right, title and interest, including all property or proprietary rights in all deliverables provided to the NIRB under this scope of work.
- 3.3.2 The following deliverables will be required as part of this project:

Table 1 DELIVERABLES	
Deliverables	Timing
1. List of sources and abstracts of all applicable literature reviewed as outlined in 3.1.1.	TBD
2. Provide to the NIRB full copies of all literature used and three (3) separate and comprehensive reports on the: <ul style="list-style-type: none"> <li>existing physical environment within the study area;</li> <li>existing biological environment within the study area; and</li> <li>human environment and land use within the study area, with a strong focus on conflicts of resource use.</li> </ul>	TBD
3. Attend and participate in regulatory coordination meetings (up to 4 x 1 day meetings), teleconferences (up to 10 x 2 hour calls over the length of the contract) scheduled by the NIRB, and the final public meeting scheduled for the SEA.	TBD
4. Conduct targeted consultation with industry regarding possible development scenarios, timelines and best practices. Summary records of all meetings and communications to be provided to the NIRB.	TBD
5. Provide a report of potential offshore oil and gas development scenarios within the	TBD

Table 1 DELIVERABLES	
Canadian waters of Baffin Bay and Davis Strait.	
6. Identify knowledge gaps, and applicability/suitability of industry best practices to Nunavut environmental conditions.	

The following criteria will be used to evaluate all submissions to the RFP:

	Evaluation Criteria	Weight (%)
1	Experience with conducting strategic environmental assessments of potential offshore oil and gas development.	40
2	Familiarity with the unique biophysical and socio-economic environments of the Canadian Arctic.	15
3	Experience with the collection, evaluation, and use of scientific knowledge as well as Inuit Qaujimajatuqangit and other types of traditional knowledge.	15
5	Work proposal with detailed cost breakdowns. Travel and accommodations costs for project personnel should be addressed separately from total fees and are not to include costs associated with travel/accommodations for NIRB or its staff.	30
6	If the company is a Nunavut registered business and/or a registered Inuit firm (proof of registration required and up to 14% bid adjustment).	

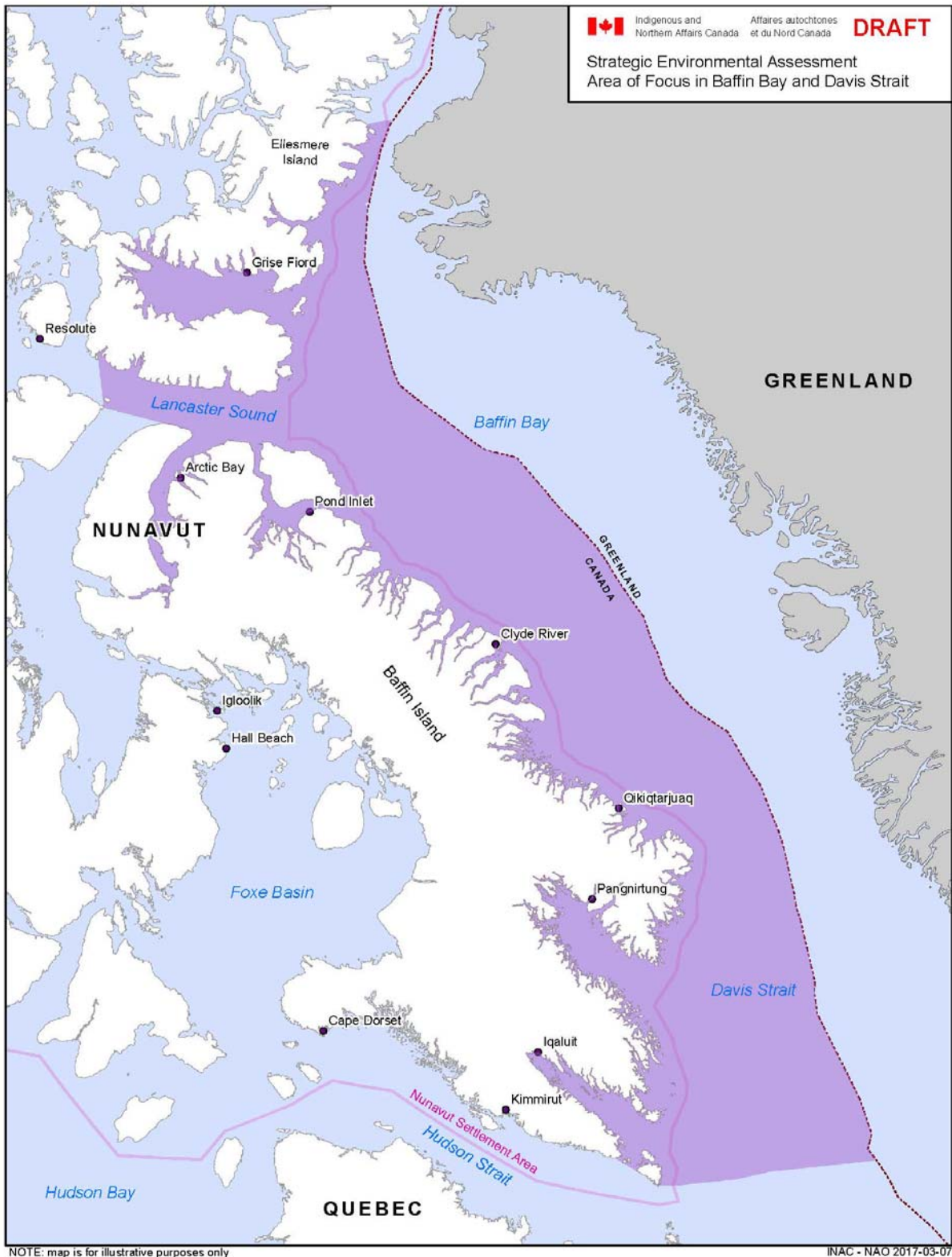
### 3.4 Inquiries and Clarifications

All inquiries are to be directed to:

Mr. Ryan Barry  
Executive Director  
Nunavut Impact Review Board  
P.O. Box 1360  
Cambridge Bay, NU X0B 0C0

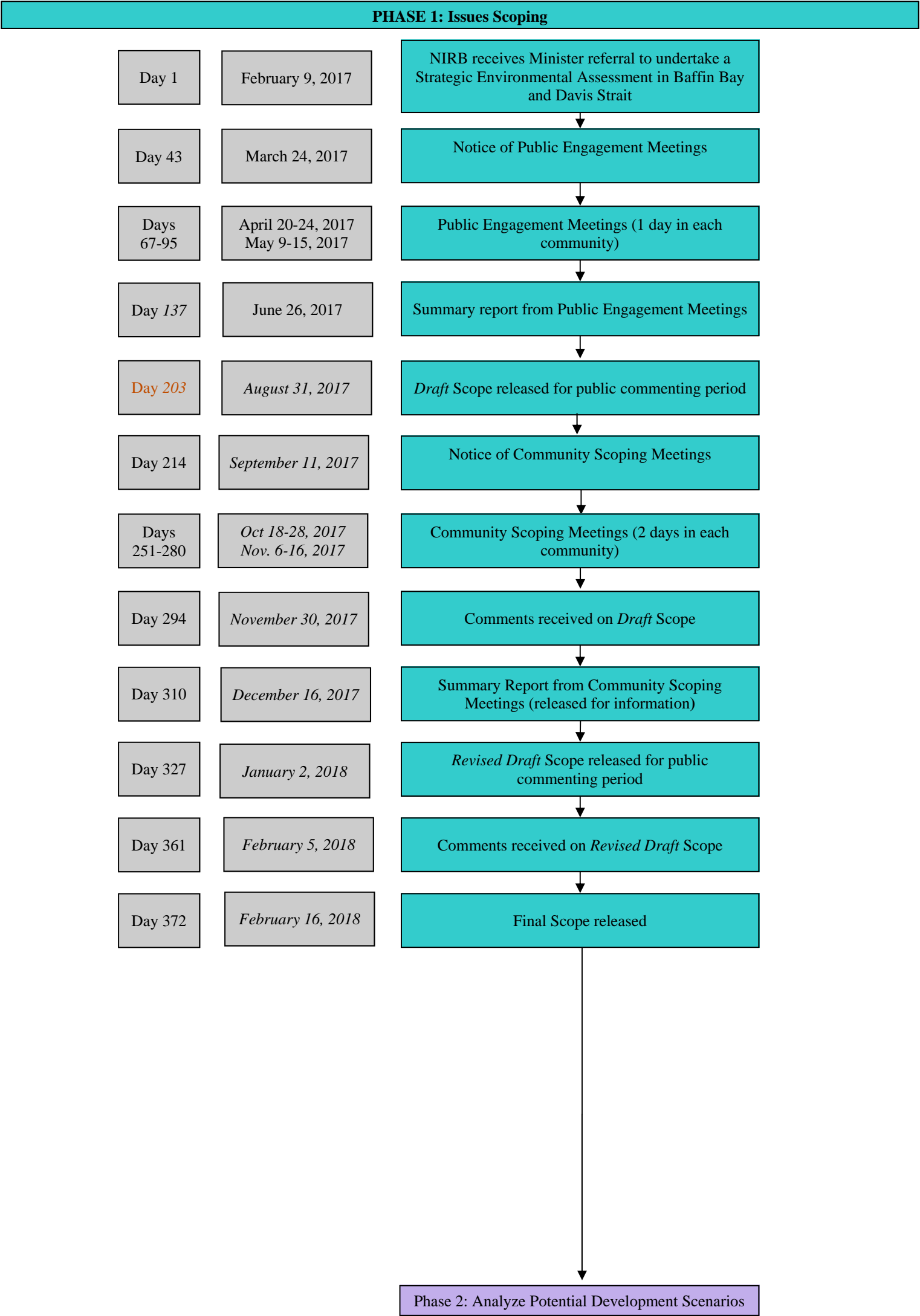
Email: [rbarry@nirb.ca](mailto:rbarry@nirb.ca)  
Phone: 867-983-4600  
Fax: 867-983-2594

#### 4. APPENDIX A: MAP OF AREA OF FOCUS



## **5. APPENDIX B: SEA PROCESS MAP**

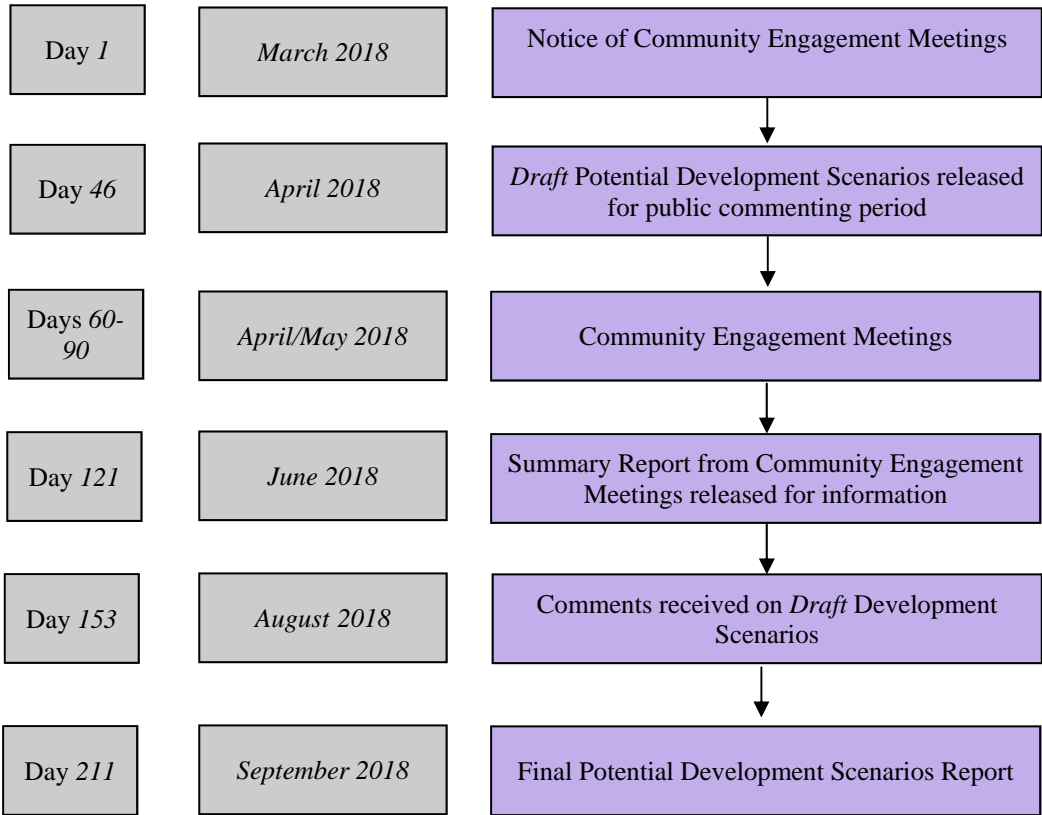
*Draft* Process Map and Anticipated Timelines for the NIRB’s Strategic Environmental Assessment in Baffin Bay and Davis Strait (NIRB File No: 17SN034)



**Draft Process Map and Anticipated Timelines for the NIRB’s Strategic Environmental Assessment in Baffin Bay and Davis Strait (NIRB File No: 17SN034)**

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**PHASE 2: Analyze Potential Development Scenarios**



Phase 3: Develop Final SEA Report

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*Draft* Process Map and Anticipated Timelines for the NIRB’s Strategic Environmental Assessment in Baffin Bay and Davis Strait (NIRB File No: 17SN034)

- Continued from previous -

PHASE 3: Development Final Strategic Environmental Assessment Report

