

**Forest Resource Improvement Association of Alberta  
Box 11094  
Main Post Office  
Edmonton, AB T5J 3K4**

**REQUEST FOR PROPOSALS**

**REFERENCE: FRIAA- CLRP December, 2017**

**CARIBOU LANDSCAPE RESTORATION PROGRAM**

**Forest Resource Improvement Association of Alberta**

<b>Issue Date:</b>	<b>December 5, 2017</b>
<b>Closing Date/Time:</b>	<b>January 5, 2018 - 16:00 hrs</b>
<b>Administrator:</b>	<b>Diane Walton</b>
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<b>Email:</b>	<b>admin@friaa.ab.ca</b>

The Forest Resource Improvement Association of Alberta (“**FRIAA**”) is inviting the submission of project proposals (“**Proposals**”) under the Caribou Landscape Restoration Program (the “**CLRP**”). The following information outlines the intent of this request for proposals (“**RFP**”) and provides instructions to prospective applicants.

## 1. BACKGROUND

- 1.1 FRIAA was established in 1997 to promote and initiate projects that enhance Alberta’s forest resources. In keeping with this primary purpose, FRIAA entered into a Grant Agreement on May 22, 2015 with the Government of Alberta for delivery of the CLRP.
- 1.2 The overall objective of the CLRP is to support efforts to sustaining and improving caribou habitat in a manner that supports healthy and self-sustaining caribou populations. The purpose of the CLRP is to support the Recovery Strategy for the Woodland Caribou Boreal Population, (*Rangifer tarandus caribou*) in Canada and the Recovery Strategy for the Woodland Caribou, southern Mountain Population in Canada by providing funds for eligible activities for projects that: (1) assist Alberta Environment and Parks (the “**Department**”) with projects that track and mitigate the anthropogenic footprint in the caribou ranges, (2) provide financial and logistical oversight of funding for landscape restoration work as supported by the government of Alberta and industry, (3) ensure the landscape restoration work can be done in accordance with and supported by caribou research, and (4) assemble and provide data access to the Department for provincial monitoring and reporting.

## 2. PROPOSAL REQUIREMENTS

- 2.1 Proposals must be clear and well written and must concisely describe the components of the proposed project using the Proposal Requirements set out in Schedule “A” of this RFP.
- 2.2 Applicants are advised to pay careful attention to the information provided in this RFP. Failure to satisfy any term, condition or mandatory requirement of this RFP may result in rejection of the Proposal.

## 3. PROPOSAL EVALUATION AND APPROVAL

- 3.1 A committee will be established in accordance with the grant agreement to receive, review and evaluate Proposals (the “**Committee**”).
- 3.2 The Committee will receive, review, evaluate and make recommendations on Proposals to the FRIAA.
- 3.3 Proposals will be evaluated on the basis of the Proposal Adjudication Criteria set out in paragraph 4 below, the Proposal Requirements set out in Schedule “A”, the Project Specifications set out in Schedule “B” and Appendix “A” and available funding.
- 3.4 Only those Proposals that will result in funds being expended directly on a specific project deliverable and undertaken by the applicant will be considered.

- 3.5 The Committee reserves the right to consider additional criteria in their evaluation of Proposals.
- 3.6 FRIAA will determine which of those Proposals will be accepted for funding.
- 3.7 FRIAA is not obligated to accept any Proposal or give reasons for the selection or rejection of any Proposal or to allocate funds under the CLRP in respect of any Proposal. Any and all decisions made by the Board in respect of all Proposals, project selection and funding allocation are final and binding.
- 3.8 Please note that by submitting a Proposal and signed application, the applicant accepts and agrees to be bound by all of the terms and conditions set out in this RFP and that the applicant is the organization, company or individual that will be responsible for all aspects of the project and that the applicant will enter into a project grant agreement with FRIAA.
- 3.9 FRIAA will determine how much funding may be available for projects and will be making allocations based on the available funding level.
- 3.10 All matters of administration and accountability for a project shall be the sole responsibility of the applicant.

#### **4. PROPOSAL ADJUDICATION CRITERIA**

Proposals submitted to FRIAA shall be ranked by the Committee on the basis of the following criteria and the requirements and specifications set out in Schedule “A” and Schedule “B”.

- 4.1 The Proposals must contemplate the carrying out of one or more Eligible Activities as defined in the CLRP. Any activities related to the following items are not considered eligible for funding:
  - (a) facility construction, improvement or operations;
  - (b) product research and development;
  - (c) road construction, repair and maintenance; and
  - (d) the purchase of any capital assets.
- 4.2 The expenses set out in the Proposal must be reasonable in all the circumstances and must not exceed the fair market value of the goods and services being provided.
- 4.3 The Proposal must not be contrary to the provisions of relevant regulation or legislation or the objects of FRIAA, or FRIAA’s bylaws, including but not limited to the following:
  - (a) The Proposal must not include any work that is, in the opinion of FRIAA, a responsibility of a timber disposition holder or constitutes a subsidy to the forest industry;
  - (b) The Proposal must not include facility construction, improvement or operations, product research and development, capital road construction, or, the purchase of any capital assets.

(c)The Proposal must not, in the opinion of FRIAA, have a significant adverse impact on other forest resources or the environment as a whole.

- 4.4 The applicant must be able to complete the project economically and efficiently and in considering this criteria, FRIAA may take into account the applicant's experience in performing such projects, the availability of resources to the applicant, whether the applicant has in the past complied with the *Forest Resources Improvement Regulation* and other requirements and obligations as determined by FRIAA including making prompt payment of all required timber dues and FRIAA dues and fees.

## **5. CARIBOU LANDSCAPE RESTORATION PROGRAM DESCRIPTION**

The full text of the Program Description for the CLRP is available in Appendix "B".

## **6. SUBMISSION PROCESS**

- 6.1 Proposals must be clearly marked as follows: FRIAA-CLRP December 2017 and must include a completed Project Summary.
- 6.2 Applicants may submit Proposals electronically by email to the following address: [admin@friaa.ab.ca](mailto:admin@friaa.ab.ca). Only documents formatted in PDF or Microsoft Word will be accepted.
- 6.3 Applicants may also submit two unbound original copies, accompanied by an electronic version on CD or USB drive by regular mail or courier to:

Forest Resource Improvement Association of Alberta  
Box 11094  
Main Post Office  
Edmonton, AB T5J 3K4  
Attention: CLRP Committee

- 6.4 Proposals sent by fax or e-mailed directly to any FRIAA representative will not be accepted.

## **7. DEADLINE FOR PROPOSALS**

- 7.1 Only those Proposals received before the close of business at 4:00 p.m., local time as observed in the City of Edmonton, on Friday, January 5, 2018 will be accepted for evaluation. Proposals received any time thereafter will not be accepted for evaluation.
- 7.2 FRIAA is not responsible for Proposals that are not received as the result of any courier or postal delivery service issues including disruptions, loss of postal service, the loss of a project proposal by the postal service or a delivery failure of any kind by any delivery service whatsoever. FRIAA is also not responsible for Proposals that are not received as the result of technological issues, attachment size or any other logistical barrier which may impede electronic submission.

## 8. CONTACT INFORMATION

Forest Resource Improvement Association of Alberta  
Box 11094  
Main Post Office  
Edmonton, Alberta. T5J 3K4.  
E-mail: admin@friaa.ab.ca  
Phone: 780.429.5873

## 9. LEGAL NOTICE

- 9.1 By submitting a Proposal, you confirm that you have read, understand and accept the information contained in this RFP and, that each of you, the applicant and all individuals and entities that collaborate or are otherwise involved in the preparation of the Proposal or the delivery of the proposed project (“**Project Partners**”) agree as follows:
- (a) FRIAA may at any time withdraw, suspend, cancel, terminate, amend or alter all or any portion of this RFP, including but not limited to the Proposal Requirements, the Project Specifications and the Proposal Adjudication Criteria.
  - (b) FRIAA reserves the unqualified right to accept or reject any or all Proposals for any reason. FRIAA is not required to accept any Proposals nor is it required to accept any Proposal recommended for funding by the Committee.
  - (c) The Committee’s evaluation of the Proposals may be based on, but is not in any way limited to, the criteria set out in this RFP. The Committee may consider any criteria determined by FRIAA to be relevant to FRIAA’s mandate, regardless of whether such additional criteria have been disclosed to the applicant.
  - (d) No conduct, act or omission of FRIAA, or its directors, officers, consultants, project advisors, committee members, agents, servants and their respective successors and assigns (collectively the “**FRIAA Parties**”) other than a written notice to the applicant in writing signed by an authorized person for FRIAA, will constitute an acceptance of a Proposal.
  - (e) Proposals that do not comply with the requirements described in this RFP may be rejected in whole or in part or not considered. FRIAA reserves the unqualified right to accept or reject a non-compliant Proposal.
  - (f) This RFP is an invitation for Proposals only. It is not an offer and the submission of a Proposal does not create a contract or agreement of any kind between FRIAA and the applicant.
  - (g) Acceptance of a Proposal does not create a binding contract between FRIAA and the applicant. FRIAA shall not be obligated in any manner whatsoever to any applicant until a written agreement between FRIAA and the applicant (“**Project Grant Agreement**”) has been duly executed relating to an approved Proposal.
  - (h) As between the parties, the Proposal and all documents and materials you submit to FRIAA in connection with the Proposal and this RFP and all intellectual property in and to the foregoing are the exclusive property of FRIAA immediately upon delivery

to FRIAA. For clarity, this refers to the materials themselves, not to any technology or innovations disclosed or discussed in them. Intellectual property developed during the course of the project will be addressed through the Project Grant Agreement and will normally be owned by the applicant.

- (i) Subject to subparagraph (j) below, you, the applicant and any Project Partners will keep this RFP confidential and will not use, reproduce or distribute it, any portion of it, or any data, information, drawings, or specifications included in or provided with it except as necessary to prepare a Proposal to FRIAA in response to it or to apply for additional third party funding for the project.
- (j) You, the applicant and any Project Partners will keep confidential all source data, information, drawings, or specifications provided by the Department whether in electronic format (*e.g.* Shapefile) or otherwise except as necessary to prepare a proposal to FRIAA in response to this RFP or in the event of a successful application the deliverables specified in Schedule “B”.
- (k) You, the applicant and any Project Partners will not make a claim against FRIAA or the FRIAA Parties for any reason whatsoever relating to this RFP. You are undertaking the expenditures required to prepare and submit a Proposal entirely at your own risk, and you waive any right and release FRIAA and the FRIAA Parties from any demands, liability, claim or recovery for costs, expenses, or damages incurred whatsoever and howsoever arising out of or relating to this RFP or any Proposal prepared in response to it, whether such right or claim arises in contract, negligence or otherwise.
- (l) FRIAA takes no responsibility for the accuracy of the information supplied during this RFP process by FRIAA or the FRIAA Parties.
- (m) Neither FRIAA nor any of the FRIAA Parties will have any liability whatsoever to you, the applicant, or any Project Partners, or any of them, in connection with this RFP or any Proposal prepared in response to it.
- (n) Upon acceptance of a Proposal by FRIAA, the applicant will be required to enter into a Project Grant Agreement with FRIAA, on substantially the same terms and conditions contained in the Project Grant Agreement attached hereto.

**SCHEDULE “A”  
PROPOSAL REQUIREMENTS**

**1. PROPOSAL OVERVIEW**

- 1.1 Indicate: “FRIAA-CLRP December, 2017”.
- 1.2 Indicate: Project title: “Linear Restoration Alignment and Integration Project”
- 1.3 Identify the applicant and also, if applicable, the individual that represents the applicant with respect to the proposal (name, title, relevant professional credentials, contact, phone number and address).
- 1.4 Provide relevant background information of the applicant and any partners.
- 1.5 Complete and sign the enclosed Project Summary Application form. Signing the Project Summary Application form binds the applicant to the attached terms and conditions.

**2. REQUIRED INFORMATION**

- 2.1 A project delivery approach that reflects the applicant’s understanding of the scope, objectives, priorities and requirements presented in this RFP, including but not limited to:
  - (a) A work plan including major tasks, resource allocations, milestones, deliverables, dependencies, and start and end dates;
  - (b) Description of funding requested and overall budget;
  - (c) Strategies that the applicant will apply to resource the project and to manage the performance and quality assurance during the project;
  - (d) A description of proposed deliverable, including recommended table of content;
  - (e) Any assumptions as to the scope or nature of the work, which the applicant has made in completing the proposal, or any significant factors upon which changes in resource effort may result;
  - (f) An identification of risks applicable to the project and proposed strategies to mitigate such risks;
  - (g) Description of how the proposed deliverables would fit into larger restoration program.
  - (h) What the applicant sees as the critical success factors of the project;
  - (i) Detailed consideration of how confidentiality of any information provided by the Government of Alberta in support of the project will be maintained; and
  - (j) At least three business-related references.

- 2.2 A description of the applicant's experience and expertise that demonstrates its capacity to develop restoration or best management practices.
- 2.3 A cost breakdown structure based on deliverables within the Proposal.

### **3. TIMETABLE, REPORTING REQUIREMENTS AND PAYMENT SCHEDULE**

#### **3.1 Timetable**

- (a) Completion of the project on a timely basis will, in some instances, depend on the input and considerations of the Department. The applicant will be required to work with the Department to identify and manage these points of uncertainty and update the service timetable as needed.
- (b) Applicants shall prepare and identify resources sufficient to perform the services within Parts A and B no later than the completion dates specified.
- (c) The deliverables from this project are expected to be completed no later than March 31, 2018.

#### **3.2 Reporting Requirements**

The successful applicant will be required to submit written status reports every two weeks to FRIAA. These status reports should:

- (a) Summarize the project progress (including key findings /results);
- (b) Work completed;
- (c) Remaining deliverables, progress, and expected delivery of each; and
- (d) Issues and concerns affecting specific deliverables and the project schedule or any other aspect of the project.

#### **3.3 Payment Schedule**

The applicant may propose a payment schedule linked to progress reporting to FRIAA for review and approval.

## **SCHEDULE “B” PROJECT SPECIFICATIONS**

### **1. Project Overview**

#### **1.1 Background**

On June 8, 2016, the province of Alberta announced its strategy for Woodland Caribou through the release of Eric Denhoff’s report *Setting Alberta on the Path to Caribou Recovery* (the “**Denhoff Report**”) and the *Little Smoky and A La Peche Draft Range Plan* (the “**Draft Range Plan**”).

Both the Denhoff Report and the Draft Range Plan outline the requirement of immediate restoration on legacy seismic lines. Alberta will lead the development and implementation of a restoration plan for historical and existing footprint in the Little Smoky and A La Peche ranges, to increase undisturbed and effective habitat and reduce predator rates on caribou.

Alberta has initiated statements of work for linear treatment plans within the Little Smoky and A La Peche caribou ranges and has received 9 (nine) treatment plans that will be implemented through future scheduling and prioritization.

#### **1.2 Objective**

The project addresses the need to develop a standardized operational treatment plan process that successful proponents can follow to guide planning work under the provincial restoration program for legacy seismic lines. Having clear and repeatable criteria will ensure consistent planning and data collection for restoration program objectives within woodland caribou ranges.

### **2. Development of a Standardized Linear Restoration Process to Guide Future Operational Treatment Plans within Woodland Caribou Ranges**

Working with the Department’s Planning and Policy Division, specifically the Planning Branch, the successful applicant will coordinate the alignment of the 9 (nine) treatment plans received and develop criteria and consistency for future restoration program planning and implementation. The process will outline the required collection attributes and the consistent reporting methods. This process is necessary to ensure future requests for proposals (RFP’s) to implement the treatment plans have the appropriate details and information to inform reasonable bids. The Linear Restoration Planning process will consider:

#### **2.1 Standardization for (but not limited to):**

##### **Datasets:**

Working with Alberta Environment and Parks planning branch staff compile the data sets from all of the compartment plans completed in 2016/2017 into one consistent dataset.

- (a) Line and line segment numbering;
- (b) Site descriptors (moisture regime, site type, site limiting factors);
- (c) Treatment calls;

- (d) Line deactivation strategies;
- (e) Stakeholder mapping;
- (f) Consistency for land-use requirements (industrial crossings, access, etc.);
- (g) Consistent creek crossing identification.

Further, once a standardized process is approved through the Department, the successful proponent will align the current “Provincial Restoration and Establishment Framework for Legacy Seismic Lines in Alberta” and the “Visual Guide for Implementing the Restoration and Establishment Framework in Woodland Caribou Habitat in Alberta”

### **Develop an as built summary template**

- (a) Report structure
- (b) Dataset structure
- (c) Complete the necessary changes to the Framework documents guiding Legacy Seismic in Alberta.

### **Deliverables**

The minimum required deliverables include:

- (d) Complete operating Plan that is a compilation of all compartments planned in 2016-17. The plan will include a minimum of:
  - (i) Stakeholder summary
  - (ii) Historical resources summary
  - (iii) Woody material strategies, summary by compartment
  - (iv) Stream crossing table
  - (v) Industrial agreements required
  - (vi) List Equipment required
  - (vii) Treatment options being considered in the plan
  - (viii) Treatment summary table
  - (ix) Required seedlings
- (e) MS word template to be used for future compartment and annual plans, specifically:
  - (i) Data Management template design for operational plans and as built summary, including acceptable naming convention for each layer and field. The template will be delivered in an ESRI format, and a user guide outlining required fields and naming conventions;

- (ii) Map templates are delivered in an MXD format along with PDF examples. All files used in the template must be included in the planning datasets and/or publicly available data. For both operational plans and as built the following maps are required:
  - (1) Treatment;
  - (2) Compartment;
  - (3) Overview maps (range level).



**APPENDIX “B”  
PROGRAM DESCRIPTION**

**FRIAA CARIBOU LANDSCAPE RESTORATION PROGRAM  
GRANT PROGRAM DESCRIPTION**

**1. DEFINITIONS**

- (a) **"AEMERA" means Alberta Environmental Monitoring, Evaluation and Reporting Agency;**
- (b) **"Agreement" means the grant agreement between FRIAA and the Department made in respect of the Program, as may be amended from time to time;**
- (c) **"Applicant" means an applicant to FRIAA who applies for Funds under the Program by submitting a Proposal;**
- (d) **"Approval" means the written approval of a Proposal issued by the Committee, including any additional terms set by FRIAA to implement an approved Proposal;**
- (e) **"Approved Applicant" means an Applicant whose Proposal has received Approval;**
- (f) **"Audit Protocols" means field audit protocols established by FRIAA to review Projects for Approved Applicants' compliance with the requirements of the Program and the Approval;**
- (g) **"Board" means the Board of Directors of FRIAA;**
- (h) **"CAPP" means Canadian Association of Petroleum Producers;**
- (i) **"Committee" means the committee established by the Board and contemplated in the Agreement and described in paragraph 4;**
- (j) **"Department" means Alberta Environment and Sustainable Resource Development;**
- (k) **"Eligible Activity" means activities that meet the purposes of the Program and are not the responsibility of a timber disposition holder and includes, but is not limited to, the following summary of categories and activities:**
  - (i) **Tracking and mitigating the anthropogenic footprint in the caribou regions;**
  - (ii) **Landscape restoration;**
  - (iii) **Planning (e.g., developing or updating range and action plans in accordance with policy direction and supported by caribou research);**
  - (iv) **Inter-agency cooperation and cross-training;**
  - (v) **Data collection;**
  - (vi) **Project reporting; and**

(vii) Other activities as may from time to time be agreed to in writing by the Department and FRIAA.

- (1) **"FRIAA"** means the Forest Resource Improvement Association of Alberta;
- (m) **"Funds"** means the funds that FRIAA has received under the Agreement that are available for Projects;
- (n) **"Member"** means a member of FRIAA;
- (o) **"Program"** means the FRIAA Caribou Landscape Restoration Program established pursuant to the Agreement and set out in this Program Description as may be amended from time to time;
- (p) **"Project"** means a Proposal that has received Approval under the Program which must be completed, including reporting and audit requirements, within two years of the date of the Approval;
- (q) **"Proposal"** means a plan involving one or more Eligible Activities which is specific in nature, outlining the Eligible Activities being considered for Approval under the Program; and
- (r) **"Strategy"** means collectively the Recovery Strategy for the Woodland Caribou Boreal Population, (*Rangifer tarandus caribou*) in Canada and the Recovery Strategy for the Woodland Caribou, Southern Mountain Population in Canada.

## 2. PROGRAM PURPOSE

The Program's overall object is to support efforts to sustaining and improving caribou habitat in a manner that supports healthy and self-sustaining caribou populations. The purpose of the Program is to support the Strategy by providing Funds for Eligible Activities for Projects that:

- (a) assist the Department with projects that track and mitigate the anthropogenic footprint in the caribou ranges;
- (b) provide financial and logistical oversight of funding for landscape restoration work as supported by the government of Alberta and industry;
- (c) ensure the landscape restoration work can be done in accordance with and supported by caribou research; and
- (d) assemble and provide data access to AEMERA for provincial monitoring and reporting.

## 3. FUNDS

- (a) Funds collected by FRIAA are under the direct control of FRIAA and are to be used to support the Program.

- (b) FRIAA shall maintain all books of account and records relating to the Funds and shall distribute the Funds in accordance with the Agreement, this Program Description and applicable Acts and regulations.

#### **4. COMMITTEE**

- (a) The Committee is hereby established to receive, review and evaluate Proposals and may in accordance with the Program, Bylaws, policies, procedures and delegations of authorities of FRIAA issue an Approval.
- (b) The Committee shall be comprised of one representative appointed according to the following criteria:
  - the Department;
  - (ii) FRIAA;
  - (iii) Member representing the scientific community specializing in caribou or having particular knowledge of habitat restoration and management, mutually agreed to by the Department and FRIAA;
  - (iv) Member representing the energy sector; and
  - (v) Member representing the forest industry.

#### **5. REVIEW AND APPROVAL OF PROPOSALS**

- (a) An Applicant may submit a Proposal for a Project to the Committee in accordance with this Program Description and the policies and objectives of FRIAA.
- (b) FRIAA shall evaluate the Proposal using the following criteria:
  - (i) the Proposal must consist of one or more Eligible Activities;
  - (ii) the Proposal must not be located on lands under federal jurisdiction;
  - (iii) the expenses set out in the Proposal must be reasonable in all the circumstances and must not exceed the fair market value of the goods and services being provided;
  - (iv) the Proposal must not be contrary to the objects of FRIAA, the Bylaws or the provisions of relevant regulations or legislation;
  - (v) the Proposal must not have a significant adverse impact on other forest resources or the environment as a whole;
  - (vi) the Applicant must agree to carry out the Project in an environmentally responsible manner;

- (vii) a Proposal must demonstrate that the Applicant is able to complete the proposed project economically and efficiently, and in so determining, FRIAA may take into consideration the Applicant's proximity to the location of the proposed project, the Applicant's experience in performing such projects, the availability of resources to the Applicant, and whether the Applicant has in the past complied with applicable Acts and regulations;
- (viii) a Proposal must be made in writing and submitted by a:
  - A. Member of the forest sector;
  - B. Member of the energy sector; or
  - C. other organizations or groups mutually agreed to be the Department and FRIAA.
- (ix) all matters of the administration of and accountability for a Project shall be the sole responsibility of the Applicant;
- (x) notwithstanding paragraph 5(b)(ix), where the Applicant consists of more than one entity each of them shall be jointly and severally responsible and accountable for ensuring the Project is completed in accordance with the terms and in accordance with the Approval;
- (xi) the Proposal includes such permits, licences and authorizations or an indication in writing from the Department or other appropriate government organization that such permits, licences and authorizations shall be granted as may be required to undertake the Eligible Activities; and
- (xii) the Proposal must include the Applicant's written acknowledgment that it has entered into an agreement with the Department such that in the event that there are two or more employers involved in work at the work site at the same time, the Applicant shall be the "prime contractor" as defined in the *Occupational Health and Safety Act* RSA 2000, c.0-2, and will comply with such Act and all regulations enacted thereunder.
- (c) Where a Proposal includes work that is the responsibility of a timber disposition holder, only that portion of the Proposal that is not the responsibility of a timber disposition holder may be eligible for funding under the Program.
- (d) FRIAA shall not consider any applications or Proposals that, in its reasonable opinion and having regard to all the circumstances, has the effect of providing subsidies to the forest products industry and will therefore require all applications and Proposals to comply with FRIAA's objectives, policies, the Program purpose, and the criteria set out in paragraph 5(b).
- (e) Notwithstanding any other term of this Program, Approvals shall be limited by the availability of Funds as determined by FRIAA.

(f) Where FRIAA accepts a Proposal, an Approval shall be prepared and forwarded by FRIAA to the Approved Applicant for execution outlining the terms and conditions to implement the Proposal, one of which being that the Approved Applicant covenants and agrees to carry out the Project to completion.

(g) The Approval shall address:

- (i) the total maximum amount payable under the Approval;
- (ii) a schedule of reasonable and justifiable payments under the Approval;
- (iii) the terms and conditions of the Proposal;
- (iv) any other terms and conditions required by FRIAA; and
- (v) any other conditions that are necessary to carry out the Project, including audit procedures and reporting requirements.

## 6. USE OF FUNDS

- (a) Any amounts payable under an Approval shall be used exclusively by an Approved Applicant for Projects in accordance with the Approval.
- (b) Funds shall not be made available, and shall not be used, for the purchase of any capital asset.
- (c) If the Funds are used for any purpose other than as described in paragraphs, 6(a) and 6(b) by the Approved Applicant, FRIAA may immediately terminate the Approval with the Approved Applicant and demand the immediate return of any Funds paid or payable in respect of the Approval and the Project.
- (d) All Funds will be advanced or paid by FRIAA as reimbursement for expenses already incurred and paid for by the Applicant. Where a payment is otherwise made by FRIAA prior to the expense being incurred or prior to the completion of a Project in accordance with its approved terms and conditions, the payment shall be an advance and shall be held in trust by the Applicant until completion of the Project, or returned to FRIAA immediately upon request.
- (e) All Funds advanced prior to the completion of the Project are deemed to be held in trust by the Applicant until FRIAA has acknowledged in writing to the Applicant that the Project is completed in accordance with the terms of the Approval.
- (f) All Funds advanced prior to the completion of a Project in accordance with the Project shall be returned to FRIAA if:
  - (i) the Project is terminated by FRIAA;
  - (ii) the requirement of paragraph 6(d) is not satisfied; or

- (iii) as may be provided by the Program or the terms of the Proposal or the terms and conditions of the Approval.

## **7. REPORTING AND AUDIT REQUIREMENTS**

- (a) An Approved Applicant shall provide any information whatsoever that FRIAA requests respecting any Proposal, Project or request for Funds, and this provision shall be a requirement of the Approval. This information may be required to be provided in a form prescribed by FRIAA from time to time.
- (b) At any time FRIAA may request and shall receive from any Approved Applicant:
  - (i) a report from an independent, qualified accountant, in accordance with the *Canadian Institute of Chartered Accountants' Handbook*;
  - (ii) performance of an audit, or prompt, complete responses to audit inquiries or requests;
  - (iii) financial reports co-ordinated to FRIAA's fiscal year end for each Project detailing how much has been spent for the specific Project and how much remains by approved cost categories;
  - (iv) the submission of technical reports for each Project summarizing the Eligible Activities completed and what remains to be done; and
  - (v) an end of Project technical report summarizing the results of the Project including:
    - A. a detailed list of the areas treated for restoration of caribou habitat in a manner prescribed by FRIAA;
    - B. a description of activities, area (ha) and date of completion by activity completed for each treatment area, and all other reporting requirements as prescribed by FRIAA, from time to time; and
    - C. any other information as prescribed by FRIAA from time to time required to support FRIAA's reporting requirements to AEMERA or the further development of criteria, definitions or other scientific knowledge related to caribou habitat and restoration.
- (c) FRIAA has a right to conduct random audits on Projects and shall conduct random sample audits and post-Project audits from time to time as may be considered appropriate or expedient at the sole discretion of FRIAA.

## **8. ADMINISTRATION OF APPROVALS AND PROJECTS**

- (a) If an Approved Applicant is in breach of or otherwise fails to perform, for any reason whatsoever, any provision or term or condition of an Approval, or is in contravention of any policy or rule of the Committee or FRIAA, FRIAA may, in its sole discretion, do one or more of the following in addition to any other rights it

may have at law or otherwise:

- (i) terminate any and all agreements with the Approved Applicant;
  - (ii) demand and be entitled to receive from the Approved Applicant any and all paid, disbursed and undisbursed Funds advanced by FRIAA on account of any Project or pursuant to any Approval;
  - (iii) withdraw Approval of a Project at any stage of the Project;
  - (iv) if the Approved Applicant consists of more than one entity, where one or more of whom is a Member, suspend or cancel membership in FRIAA; or
  - (v) commence any action or take any steps that FRIAA may consider just or appropriate in the circumstances.
- (b) If an individual Approved Applicant dies prior to the completion of the Project, the estate or personal representative of such individual may, upon meeting the reasonable requirements of the Committee, complete the Project in accordance with the Approval entered into regarding that Project.
- (c) In the event of the appointment of a receiver over the assets and affairs of an Approved Applicant, FRIAA, in its sole discretion, may allow the receiver to carry out the terms of the Approval prior to receivership, provided always the receiver be obligated to the same extent and in the same manner as the Approved Applicant. Further, FRIAA may, in its sole discretion, allow Funds to be utilized by the receiver of an Approved Applicant in a manner that is in accordance with the bylaws, rules and policies of FRIAA, the Program and the Approval, as well as any applicable agreement, all as if the receiver is the original Approved Applicant.