



North Saskatchewan Watershed Alliance
#202, 9440-49 Avenue
Edmonton, Alberta
T6B 2M9

RFP Issue Date: November 29, 2019
RFP Close Date: December 20, 2019
RFP Close Time: 12:00 p.m. (noon) MST

Contract Manager:
Leah Kongsrude, NSWA Executive Director
Telephone: 587-525-6827
Email: leah.kongsrude@nswa.ab.ca

Project Manager:
Mary Ellen Shain, NSWA Watershed Planning Coordinator

HIGH RESOLUTION LAND COVER DATASET AND REPORT FOR THE NORTH SASKATCHEWAN RIVER AND BATTLE RIVER WATERSHEDS

Vendors must sign and return this form with their proposal

Enclosed is our proposal submitted in response to the above noted Request for Proposal

Authorized Signature

Telephone/Fax

Email

Print Name

Title

The sections of this Request for Proposals (RFP) include:

1. Organizational Overview and Background
2. Project Outcome
3. Project Description
4. Project Scope
5. Project Tasks
6. Deliverables
7. Budget
8. Proposal Requirements and Evaluation
9. Disclaimer
10. RFP Terms and conditions

1. Organizational Overview and Background

The North Saskatchewan Watershed Alliance (NSWA) is a multi-stakeholder watershed partnership formed in 1997 and incorporated as a non-profit society in 2000. The NSWA provides a forum to recognize and address issues affecting the North Saskatchewan River (NSR) watershed in Alberta. It also initiates and supports activities that will positively impact the watershed. In 2005, the NSWA was appointed as the Watershed Planning and Advisory Council (WPAC) for the North Saskatchewan River watershed. The appointment was made by the Government of Alberta as part of the [Water for Life: Alberta's Strategy for Sustainability](#). More information on the Alliance is available at www.nswa.ab.ca

The NSWA has made substantial progress under this mandate and in 2012 released its [Integrated Watershed Management Plan](#) for the North Saskatchewan River in Alberta (IWMP). This major undertaking provides advice and direction to protect the long-term supply and quality of water resources for future generations. The IWMP is based on extensive public engagement and consultation, and is supported strongly by its members, stakeholders and the Government of Alberta (GOA). IWMP implementation is ongoing through work with municipal watershed partnerships and local stewardship groups. It provides the overall direction for addressing water and watershed management issues, including: the improvement of water quality (Goal 1), water supply (Goal 2) and aquatic ecosystem health, including major tributaries and their associated riparian areas (Goal 3).

The [Battle River Watershed Alliance](#) (BRWA) is also a multi-stakeholder WPAC working within the Battle River and Sounding Creek watersheds of Alberta to provide

opportunities for communities and stakeholders to be involved in the ongoing stewardship of these watersheds. The Battle River is an important source of water for residents, businesses, and industries in east-central Alberta. As a prairie fed river, the Battle River's modest water supply comes entirely from snowmelt and surface runoff.

Since it lacks mountain headwaters, the Battle River watershed has a limited capacity to supply water. In a prairie fed watershed, management decisions have an even greater impact than in other watersheds. The ways in which land and water are managed throughout the watershed have a significant and direct influence over the function of the river itself. This unique factor makes it important to protect the Battle River as a water source by managing the influences on it within the watershed. (BRWA website: www.battleriverwatershed.ca)

2. Project Description

The NSWA and BRWA engage in many data-gathering projects that require high-resolution data to understand the condition of the watershed. In a recent pilot study, the NSWA commissioned the development of a high-resolution landcover classification to support the creation of the *riparian intactness* and *watershed pressure* datasets. The pilot project began in 2018 with the [Modeste Watershed Riparian Area Assessment](#), and subsequently expanded the assessment to the [Sturgeon](#) and [Strawberry](#) sub-watersheds. Through these projects, a new geospatial method was created to assess riparian intactness areas at the watershed scale.

To support riparian intactness work, land cover data is required. While a freely available and current land cover layer was available for use in the pilot study, the resolution of that data (30 m pixel size) was not sufficient for assessing vegetation cover within riparian areas. Thus, a 6-meter pixel resolution landcover dataset was created. The dataset was classified from SPOT satellite imagery, which was obtained by the NSWA from the Government of Alberta.

Using machine learning techniques, the SPOT satellite imagery and other ancillary datasets were used to create a landcover classification.

For quality assurance, the accuracy of the classification was verified, and misclassifications were manually corrected. A detailed description of the methods used to derive this data can be found in the pilot study report.

The NSWA and BRWA have received additional grant funds to expand the Riparian Assessment Pilot to ~10 sub-watersheds, located east of the pilot region. To complete the riparian intactness assessment of this new project area, the NSWA and BRWA require a high-resolution land cover to be completed. This current Request for Proposal is soliciting the development of the land cover dataset, generally matching the resolution (~6 meter), accuracy (~ 85%) of the landcover developed in the pilot project. The applicant will propose methods and approach to the accuracy assessment.

The applicant will also suggest class categories that are appropriate for the ecoregion (parkland and prairie). The NSWA suggests that the applicant consider using the following: a 5-class and 18-sub class land cover dataset. The classes may included:

- Wetland (Bog, Fen, Marsh, Swamp, Open Water, Unclassified)
- Forest (Coniferous, Deciduous, Mixed)
- Agriculture (Pasture, Crop)
- Human Built (Exposed, Developed, Urban, Roads, Road Verge)
- Natural Open (Shrubland, Grassland)
- Natural Exposed

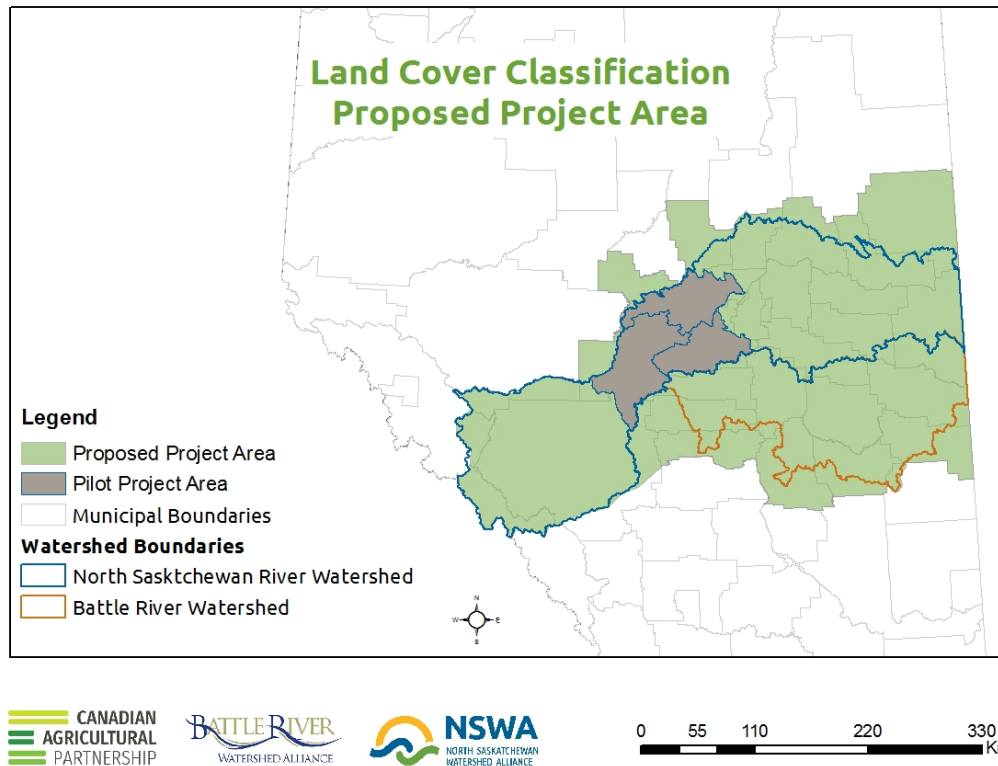
The successful Consultant will be provided access to SPOT data from the Government of Alberta, but will be responsible for acquiring all other necessary datasets. The Consultant is expected to follow the terms and conditions of data usage stipulated by the Government of Alberta in the signed Memorandum of Understanding, attached in Appendix 1.

The NSWA and BRWA will issue a separate Request for Proposal to develop the Riparian Assessment (Intactness and Pressure) datasets.

3. Project Scope

The Consultant will work with the NSWA and BRWA to finalize the scope of the project and confirm tasks, key milestones and timelines. The consultant will report to the NSWA and will work closely with Mary Ellen Shain, Watershed Planning and Project Coordinator, on the project.

The project area will include the entirety of the North Saskatchewan River Watershed (~57,000 km²) as well as the Battle River Watershed (~30,000 km²). The project will also expand beyond the boundaries of the watersheds to include the entire boundary of participating municipalities. A project area map shapefile will be provided to the applicants.



4. **Project Outcome**

The NSWA and BRWA are looking to retain a Consultant to develop a high resolution land cover dataset and report for the project area.

- The land cover dataset will be submitted to the NSWA and BRWA by the successful Consultant. All datasets that are submitted will be compatible with ArcGIS and include detailed metadata.
- In addition, a short report will accompany this dataset which will describe the methods used to classify and validate the landcover dataset and any.

5. **Project Tasks**

The NSWA and BRWA encourages applicants to be creative and innovative in their approach. At a minimum the successful Consultant is expected to complete the following general project tasks:

- a) Create a work plan describing the path to complete the project tasks. The work plan should identify clear milestones for the project showing when each component of the work will be ready for submission to the NSWA and BRWA, including the following:
 - i. Attend kickoff meeting
 - ii. Contract signing
 - iii. Project scope confirmed
 - iv. Regular updates/meeting schedule (a minimum of monthly written updates including tasks completed and costs to date)
 - v. Identify milestones and dates including but not limited to:
 - Receipt of required spatial data
 - Validation of data for QA/QC
 - Draft Report
 - Final Report
- b) Acquire and review necessary spatial data. Submit the proposed spatial data lists to the NSWA for review and approval.
- c) Create Classified land cover dataset for the project area following the methods outlined in the pilot (using SPOT data or highest resolution satellite data available).
 - i. Land cover will be a minimum 6 meter pixel resolution, and include a wetland inventory that follows the Alberta Wetland Classification System
 - ii. The applicant will outline their proposed method to assure quality control (e.g. validation using ortho photographs or another dataset)
 - iii. The applicant will outline their proposed minimum map unit
 - iv. The classification accuracy will be good; a minimum of 85% overall with no classes underperforming (~80%)

6. Deliverables

Deliverable	Date
Meet with the project team to share information, clarify expectations	January/February 2020
Provide a detailed work plan for the report to the project team for review. The plan will include detailed methods and validation protocols.	January/February 2020
Provide monthly written progress reports	Once monthly
Provide the land cover datasets and metadata	May 31, 2020
Provide the draft report	May 31, 2020
Provide the final report	June 28, 2020

7. Budget

The maximum budget for the Consultant to deliver this project is \$150,000 CAD (including GST and all expenses).

8. Proposal Requirements and Evaluation

All assessments and weighting of criteria shall be at the sole discretion of the North Saskatchewan Watershed Alliance. Proposal will be evaluated on the following criteria:

- Compliance with this Request for Proposal
- Completeness, i.e. all proposals should be submitted in the format stipulated with all relevant supporting documents in order to be considered by the evaluation committee
- Approach to completing the tasks as outlined in section 5 of this RFP
- Personnel assigned for the work
- Past experience and expertise of the Consultant and project personnel
- References from previous projects of similar type

Mandatory Requirements

- The Consultant must be organized to perform work for a Canadian not-for profit society
- The Consultant must have at least one personnel with experience in remote sensing, machine learning and GIS analysis
- The Consultant must have at least one personnel with experience in project management
- At least one previous project of similar type and scope
- The Consultant indicates that they have read and understood the terms and conditions on the use of any datasets (including SPOT) provided by the Government of Alberta for this project
- The Consultant can meet the insurance requirements:
 - Workers' Compensation insurance in compliance with statutory limits
 - Employers' Liability with the following limits:

Each Accident	\$2,000,000
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 - Business Automobile Liability with the following limits:

Combined Single Limit	\$ 2,000,000
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 - Commercial General Liability with the following limits:

Each Occurrence	\$2,000,000
General Aggregate	\$4,000,000
 - Professional Liability Insurance with the following limits:

Any One Claim	\$1,000,000
Policy Aggregate	\$3,000,000

Desirable Provisions

- Knowledge and experience in using spatial data to map ecological information and/or assesses ecological health
- Experience in watershed science
- Experience with riparian habitat assessment
- Familiarity with the NSWA and BRWA and their work

Length: The proposal should not to exceed *ten letter size pages in length*. The pages can be double-sided. This does not include appendices such as CVs of personnel or project references.

Format: Submissions are to be made electronically as a word document or PDF format. NSWA and BRWA will maintain the confidentiality of the material submitted. All materials must be received by NSWA by 12:00 pm (noon) MST, December 20, 2019.

Recommended proposal headings and budget breakdown are provided in Appendix 2 and are a general guideline for the preparation of the proposal and represent some of the criteria that will be used to evaluate submissions.

The NSWA and BRWA will review and evaluate all proposals and make a final selection of the successful vendor based on a review of the proposals. Should a single best candidate not be obvious after initial review, interviews will be held. We will notify all firms that submitted proposals of the decision by 4:30 pm on January 17, 2020.

A copy of the NSWA standard consulting agreement is provided in Appendix 3.

9. Disclaimer

This RFP is not a contract, or an offer to enter into a contract, but is a Request for Proposal for the supply of service to the NSWA and BRWA. The NSWA and BRWA reserve the right to reject any or all proposals, whether or not completed properly and whether or not a proposal contains all the required information. The NSWA and BRWA may reject any and all proposals without further questions or redress from respondents. The NSWA and BRWA reserves the right to accept or reject proposals in whole or in part, to discuss different or additional terms to those currently included in the RFP or in any proposal, and to amend or modify any term in this RFP. The NSWA and BRWA shall not be responsible for any cost incurred by the Consultant in preparing a proposal or in completing other work prior to the signing of a contract with the NSWA.

Following the evaluation of submissions by the NSWA and BRWA, the successful Consultant will be invited to enter into an agreement with the NSWA to provide the required products and/or services detailed in this RFP. It is understood that the NSWA retains intellectual property of all project products or outputs, including the Consultants report.

This RFP is a private and copyrighted document that may not be copied or distributed without permission.

10. RFP Terms and Conditions

Consultants interested in the project are requested to submit a proposal that contains the following:

- A proposed statement of work based on the objectives and purpose and the scope of work described above, with clearly defined deliverables and dates.
- Detailed budget broken down by major tasks (including GST)
- Proposed team to undertake the work, number of hours by key staff. Provide information on any sub-Consultant to be used, along with rates.
- Two references from previous clients on similar work

Proposals must be received by 12:00 pm (noon) MST on December 20, 2019 to be eligible for consideration. Late proposals will not be accepted. Any questions regarding this RFP should be submitted in writing to the Contracting Manager.

Please submit a signed electronic copy in either Microsoft Office Word (.doc) or Adobe Acrobat (.pdf) format. Please forward all proposals to:

Leah Kongsrude, Executive Director
North Saskatchewan Watershed Alliance

Telephone: 587-525-6827
Email: leah.kongsrude@nswa.ab.ca

Please direct all RFP inquiries to Leah Kongsrude, as above.



Appendix 1 – Memorandum of Understanding on Data Usage

Memorandum of Understanding
Watershed Riparian Assessment in North Saskatchewan Region

MEMORANDUM OF UNDERSTANDING (MOU)
FOR
WATERSHED RIPARIAN ASSESSMENT ("WRA") IN NORTH SASKATCHEWAN REGION
BETWEEN
NORTH SASKATCHEWAN WATERSHED ALLIANCE ("NSWA")
AND
ALBERTA ENVIRONMENT AND PARKS ("AEP")

WHEREAS:

- a) The Ministry of Alberta Environment and Parks supports the WRA initiatives;
- b) The NSWA and AEP wish to partner on the development and enhancement of datasets for this initiative;
- c) NSWA and AEP wish to outline the particulars of the datasets to be shared and administered in support of these in support of the WRA initiative.

AEP and NSWA have come to the following understanding:

PURPOSE

The purpose of this Memorandum of Understanding is to outline data supports necessary for NSWA to improve, enhance, and build aspects for the WRA Initiative in the North Saskatchewan Region.

SCOPE

1. NAME OF PROJECT

Watershed Riparian Assessment in the North Saskatchewan Watershed.

2. PREVIOUS MOU'S RELATED TO THE PROJECTS

Riparian health assessments for Modeste, Sturgeon and Strawberry sub-watersheds funded, in part, by the AEP Watershed Resiliency and Restoration Program. Modeste MOU was signed in October 2016 and the Sturgeon/Strawberry was signed in 2017.

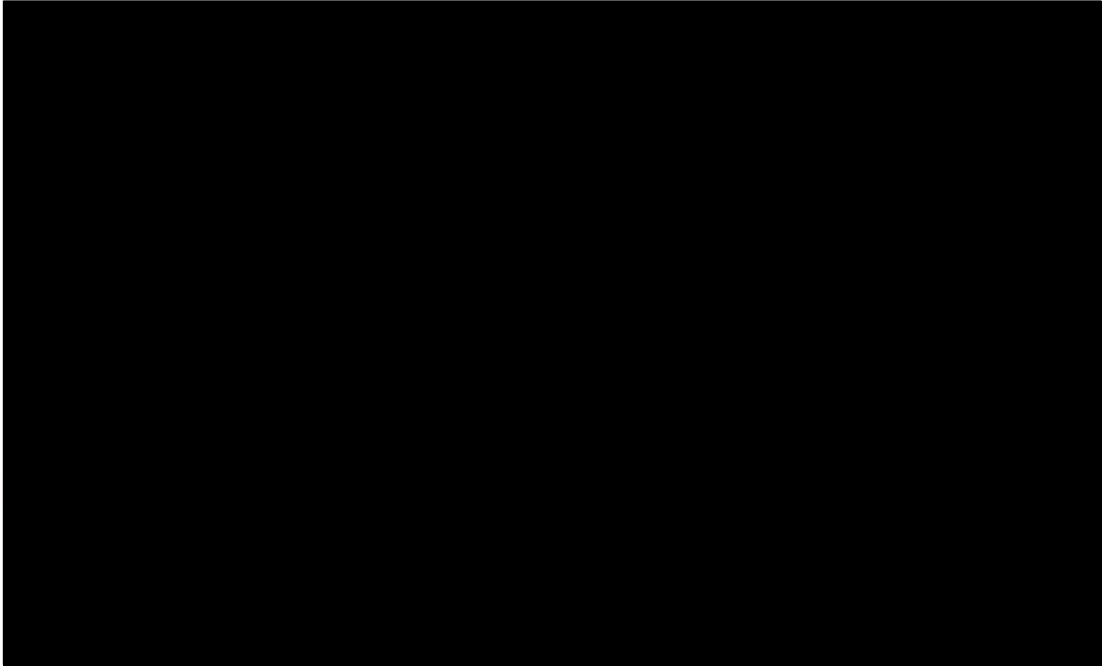
3. AEP BUSINESS AREA CONTACT:

For data required to support Watershed Riparian Assessment:

- Arin MacFarlane Dyer
Planning Branch, Lands Division
3rd Floor, Petroleum Plaza South Tower, 9915 - 108 Street, Edmonton, AB, T5K 2G8
arin.macfarlane-dyer@gov.ab.ca, 780-644-4349

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4. **SUBMISSION DATE: NOVEMBER 1, 2019**
5. **PROJECT YEAR: Nov 1, 2019 to March 31, 2022**
6. **DURATION: 2.5 YEARS**
7. **SUPPORT**



NOTE:

- i. AEP Strategy and Governance (formerly Corporate Services) will provide best effort to ensure datasets are provided in a timely fashion. However, there is no guaranteed turn around timing for data delivery and priority will be determined by the AEP Strategy and Governance team.
- ii. Additionally, data provided under this agreement is subject to all legal agreements and conditions previously agreed to by the Government of Alberta, any misuse or cost incurred from use of the datasets for purposes outside of the scope of this agreement are the responsibility of NSWA.

8. DATA REQUESTED

- Area of Interest: Approximately the North Saskatchewan Region (Land Use Framework) Boundaries and including Lac Ste Anne County.
- Data Requested (General conditions for use of each data product are listed in Table 1, Section 14 Conditions):
 - Data required to support the creation of the WRA:
 - Coverage of pansharpened and multispectral SPOT 6 imagery for all of the available years.

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- LiDAR15m bareground DEM and/or LiDAR point cloud derivatives where and when new data are available.
- Most recent stereo photography and orthophotos, if available.

9. OBJECTIVES

Riparian area management is an area of strategic intent within the draft North Saskatchewan Region Plan to maintain or improve water quality, but availability and scope of data is a limitation to achieving the Plan objectives. The Watershed Riparian Assessment (WRA) is an opportunity to collaborate on regional-scale riparian condition assessments. Using the combination of remote sensing datasets and geographic information system processing, the WRA method can produce cost effective, repeatable, and objective data on riparian areas throughout the watershed. The method will estimate the ability of a riparian area to perform several key ecological functions by evaluating the amount of human-caused change to the area. The objective of the project is to advance the draft North Saskatchewan Regional Plan's strategies for riparian areas. In addition to targeted improved management of these areas across the region, information about riparian areas may inform the investigation or development of management actions as part of a management response under any future Environmental Management Frameworks (e.g. surface water quality or biodiversity).

Generally, all riparian area management efforts need targeted, reliable information about the location and condition of riparian habitats. The expectation is that with better data AEP as well as partner organizations can work towards prioritizing management efforts and developing strategies to maintain or improve the health and integrity of these critical ecosystems. The data produced will be used internally by the GoA as well as by stakeholders, such as municipalities and Watershed Planning and Advisory Councils (WPACs). Assessing riparian condition will allow evaluation of the effectiveness of current management approaches, impediments to improving riparian condition, and target awareness and education efforts.

The objective for this project is to expand the assessment beyond the Modeste, Sturgeon and Strawberry creek subwatersheds and complete an inventory and assess the condition of riparian areas for the remaining areas in North Saskatchewan Region (Landuse Framework Boundary) as determined by attached map. These datasets are key to the development of the assessment and land cover products.

10. KEY DELIVERABLE(S) BACK TO Government of Alberta (GOA):

1. Consistent, seamless landcover for the entire North Saskatchewan River basin
2. Riparian Intactness Assessment for remaining subwatershed areas in the eastern portion of the region
 - o Documentation of methodologies applied for creating spatial data, metadata, other data, maps and information related to the WRA for regional and subregional planning
 - o Data layers and watershed health screening tools for assessing riparian "intactness"
 - o Reports with recommendations available under Alberta Open Government Licence.

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Watershed Riparian Assessment in North Saskatchewan Region**

11. DESCRIBE PROVINCIAL OR REGIONAL SCOPE/PRIORITY: (Whose priority, level of priority):

- The purpose of the Canadian Agricultural Partnership’s Environmental Stewardship and Climate Change - Group program is to support extension delivery, carry out applied research, and strategically manage data (through producer groups and agricultural organizations) that improve producer understanding of key environmental practices that, when implemented, can increase market access for the producer.
- This project was also sponsored by the Watershed Resiliency and Restoration Program (WRRP). Following the southern Alberta flood of 2013, the Government of Alberta initiated WRRP, to provide their party- grants to watershed management experts to help improve Alberta’s watershed resiliency. At the onset of the program, a map was developed showing priority watershed areas for flood and drought mitigation. Subsequent projects undertaken by grant recipients have further refined these priority areas, indicating areas where resources should be directed for restoration and enhancement of natural watershed features. A goal of the WRRP program is to refine prioritization of watersheds for flood and drought mitigation. One of it’s objectives is to provide data and information to decision makers to improve watershed resiliency to extreme flood and drought events

12. RELEVANCE TO SUPPORT GOA BUSINESS AREAS:

- This data will be used to support prioritization of riparian area restoration for flood and drought mitigation.
- This data can be used to support the draft North Saskatchewan Regional Plan. Information about riparian areas may inform the investigation or development of management actions as part of a management response under an Environmental Management Framework (e.g. surface water quality or biodiversity).
- This data can be used to support Lake Management across the region

13. PROJECT PARTNER(S):

- Alberta Environment and Parks, Lands Division
- North Saskatchewan Watershed Alliance (NSWA)

NSWA External Applicant:	AEP Business Area Contact(s):	For data requested and deliverables related to:
Mary Ellen Shain Watershed Planning and Project Coordinator North Saskatchewan Watershed Alliance Suite 202, 9440 – 49 Street, Edmonton, AB, T6B 1T8 MaryEllen.Shain@nswa.ab.ca 587-525-6828	Arin MacFarlane Dyer Integrated Resource Planner Planning Branch, Lands Division 3rd Floor, Petroleum Plaza South Tower, 9915 - 108 Street, Edmonton, AB, T5K 2G8 arin.macfarlane-dyer@gov.ab.ca 780-644-4349	North Saskatchewan Watershed Riparian Assessment Initiative

14. CONDITIONS

The following conditions apply to all data requested by the NSWA per this MOU:

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Watershed Riparian Assessment in North Saskatchewan Region

- Datasets provided **must** only be used for the current project to conduct the work necessary to complete the project and **must not** be shared with any other party, without prior express written permission from AEP Lands Division.
- All data provided by AEP through this Memorandum of Understanding must be deleted upon completion of the project.
- Any derived products (both online and physical) must credit the Alberta Government as per the Alberta Open Government licence.
- Additional appropriate credits for other datasets used in the creation of the WRA products, maps, reports, datasets must be displayed in accordance with the Geospatial Display Best Practices and Standards (Appendix A).
- AEP is not responsible for errors/omissions within the data.

The following table provides a general guide to conditions applied to each data product requested. For more detailed information and guidance please consult the metadata and documentation provided with the individual products.

Table 1. Permitted use and conditions applied to each data product provided under this MOU.

Data Product	Permitted Use	Conditions
WRA, North Saskatchewan Watershed: data required to support development of WRA		
Coverage of pansharpened and multispectral SPOT imagery for all of the available years.	This data is to be used for assessment of watershed riparian health in the North Saskatchewan watershed.	<ul style="list-style-type: none"> • Any resulting data products from the data provided under this agreement must be returned to the Environment and Parks business area associated with this agreement as the sole owner/distributor of all derivative products. Any further distribution of the resulting data products to other users outside of the GOA would be the responsibility of the GOA, to provide under specific use agreements with outside parties • Data products MAY NOT BE shared or distributed to third parties for review without the express written permission of the GOA and any data products shared with permission must be deleted upon completion of the review. • Data products may be used in the development of peer reviewed journal articles subject to review and approval from the GOA prior publication, and proper acknowledgement of the GOA as the source of data described in the "Data Requested" Section • All communication products (e.g. fact sheets, websites) must display appropriate credits for each dataset in accordance with the Geospatial display best practices and standards (Appendix A). • Adherence to conditions for contractors or partners of the GoA set out in any included dataset license agreements. • Any costs incurred from violation of the license terms and conditions will be the responsibility of NSWA.
Most recent stereo photography and orthophotos, if available.		
Provincial scale point-cloud and all LIDAR data derivatives (e.g., bare earth, full feature and etc.), where available LIDAR15m DEM and derivatives, where available		

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ACCEPTANCE OF TERMS OF THE MEMORANDUM OF UNDERSTANDING

- a) The Memorandum may be terminated by either party upon 30 days written notice to the other party.
- b) Unless otherwise terminated, the initiatives, and this agreement, will be in place until the completion or cancellation of the outlined projects.
- c) Disputed issues shall be resolved by the Executive Directors from AEP and the NSWA Executive Director.
- d) This agreement may not be amended except by a written amending agreement signed by both parties.

IN AGREEMENT the parties have executed this Memorandum of Understanding as of the day and year below.

North Saskatchewan Watershed Alliance

Alberta Environment and Parks

Leah Kongsrude
Executive Director



Sarah Froese
Acting Director, Planning Branch, Lands
Division

Date

November 20, 2019

Date

Memorandum of Understanding
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Appendix A

Geospatial Display Best Practices and Standards

Introduction

This document provides best practice guidance for Alberta Environment and Parks (EP) personnel regarding the internal and external display of spatial data.

Rationale

Many core data sets that are used by EP business areas, contractors, and authorized stakeholders for View-Only data display purposes, in either the form of hard copy map products and / or associated electronic media displays (i.e. electronic maps displayed on websites in the form of .pdf, web map services etc.), are subject to approved Government of Alberta visual identity guidelines (<https://www.corporateidentity.alberta.ca/>), and additional conditions imposed by licensing arrangements that the Ministry may have with external data providers to protect Intellectual Property Rights.

Data acquired from external data providers is usually provided under an end-user agreement restricting redistribution of data, and when used for display purposes, is subject to copyright and credit statement display requirements. Depending upon the end-user agreement, not all agreements stipulate this requirement.

Data Accreditation Requirements

Data acquired from external data providers are usually provided under an end-user licensing agreement restricting redistribution of source data beyond the Ministry, and when used for display purposes, are subject to copyright and credit statement display requirements as the intellectual property of the information belongs to the data provider unless otherwise stated.

As a general rule, any use of information / data that has been acquired from an external source and used in displays should be credited with the appropriate accreditation unless otherwise directed by the external provider. Appropriate signatures, logos or credit notes should be acquired from the source supplying the information or data. Examples of other external sources include Local Municipal Government, Federal Government, Forest Management Agreement Holders, etc.

The following are, but are not limited to, examples of some primary data sources in which the Ministry has entered into an end-user licensing arrangement requiring accreditation of the source of the data.

Open Government Licence – Alberta

The distribution of Provincial Base - Mapping Data to the public is provided by AltaLIS Ltd., distributing agent for the Alberta Data Partnerships Ltd. (ADP), formerly Spatial Data Warehouse Ltd. (SDW), on behalf of the Government of Alberta.

Non-Exclusive Mapping Data products are available from AltaLIS Ltd. under the Province of Alberta's 'Open Government Licence'.

The Open Government Licence – Alberta data sets include:

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- 1:20 000 Digital Elevation Model (DEM) Data
- 1:20 000 Topographic Mapping Data
- Alberta Township System (ATS) Data
- Base Features Mapping Data (Access, ATS, Hydrography, Hypsography, Geoadministrative)
- Medium/Small Scale Mapping Data
- Municipal Boundary Data

The following credit statement to all products containing Open Government Licence – Alberta data:
Base Map Data provided by the Government of Alberta under the Open Government Licence – Alberta

Alberta Data Partnerships Ltd. (ADP) / AltaLIS Ltd

Any displays containing ADP Property data are required to give credit to the distribution license holder ADP (formerly Spatial Data Warehouse Ltd. SDW).

This applies to the following ADP Property data:

- Cadastral (GOA citation: Cadastral and Land Ownership)
- Title (GOA citation: Cadastral and Land Ownership)
- Dispositions (GOA citation: Digital Integrated Dispositions (DIDs)

Government of Alberta Ministries are licensed end-users of ADP licensed data.

The following credit statement must be applied to all products containing ADP licensed data:
Property Data provided by Alberta Data Partnerships Ltd. / AltaLIS Ltd.

FortisAlberta Facility Data

Any displays containing FortisAlberta Facility Data are required to give credit to the distribution license holder, ADP:

FortisAlberta Facility Data provided by Alberta Data Partnerships Ltd. / AltaLIS Ltd.

Planet Labs Geomatics Corp. (formerly BlackBridge Geomatics Corp)

Any displays containing SPOT satellite imagery are required to give credit to the distribution license holder "Planet Labs Geomatics Corp."

All subsequent releases of the SPOT data are licensed for GOA use.

When using SPOT products for display purposes, the products must use the appropriate copyright conspicuously displayed:

- For SPOT 1 to 5 Products:
© [year] CNES, Licensed by Planet Labs Geomatics Corp., geomatics.planet.com
- For SPOT 6 and SPOT 7 Products:
© [year] Airbus DS, Licensed by Planet Labs Geomatics Corp., geomatics.planet.com

Note that the [year] displayed should be the current year in which the product (maps, Web services, etc.) was produced, not the vintage of the data used to create the product.

Valtus Imagery

Any displays containing orthophoto imagery data obtained from Valtus Imagery Services or Valtus Views Imagery are required to give credit to the distribution license holder "Valtus".

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Always consult available metadata for source vendor information.

Imagery Data provided by Valtus Imagery Services

LIDAR Products

Any displays containing LIDAR Data are required to give credit to the distribution license holder noted in the metadata Airborne Imaging, Northwest Geomatics Ltd., and AltaLIS Ltd.



Appendix 2 – Recommended Proposal Format

Organizational Details

Name of Firm/Organization

Address of the Head Office

Address of the Project Office (if different)

Areas of Expertise

Corporate Organizational Chart

Project Approach

A proposed approach to complete the work based on the scope, tasks and outcomes of the work described above. Clearly defined deliverables and dates must be included.

Innovation

Provide details of any innovative ideas, suggestions, improvements, recommendations or opportunities that would enhance the project process or desired outcomes of the RFP. Examples of innovative opportunities could be enhancement of landcover dataset for improved wetland management or natural asset management.

Organizational Experience and Profile

Summary of relevant projects successfully completed in the past five years:

- Project Title
- Partners and stakeholders (if any) (Federal, Provincial, Local government, NGOs, etc.)
- Project Duration
- Project Budget
- Project Brief
- Educational background & professional certifications (where applicable)
- References (at least 3)

Details of Employees/Experts

List key personnel who will be assigned to this project and include their roles, qualifications, education, work experience, and comparable projects. Attach resumes of key personnel.

- Identify the project lead (who will be the main point of contact)
- List the availability of personnel for this project. For example, Ms. Z is available X% of time for this project.
- Key execution issues
- Risks and opportunities
- Value added
- Project organizational structure

Qualifications

Consultants are responsible for proposing a resource or a team of resources capable of successfully performing the Services described in this RFP, however, it is required that the Consultant resource team, at a minimum, consist of the following categories:

- Geospatial Analyst or GIS Specialist
- Experience with Remote Sensing and Machine Learning

Example budget breakdown:

Proposed Project Budget						
	Personnel 1 (\$/hour)	Personnel 2 (\$/hour)	Disbursements	Subtotal	GST	Subtotal with GST
Task 1						
Task 2						
Task 3						
Task 4						
Task 5						
TOTAL						



Appendix 3 – Consulting Agreement Template

CONSULTING SERVICES AGREEMENT TEMPLATE

THIS AGREEMENT is entered into effective the ___ day of _____, 2___ by and between:

North Saskatchewan Watershed Alliance Society, hereinafter referred to as “**CLIENT**”,

and

_____, hereinafter referred to as “**CONSULTANT**”.

WHEREAS CONSULTANT has submitted the attached Proposal dated _____ (the “CONSULTANT’s Proposal”) in response to the CLIENT’s request; and

WHEREAS, based on the CONSULTANT’s Proposal, and based upon the CONSULTANT’s commitments as set forth in the CONSULTANT’s Proposal, the CLIENT desires the CONSULTANT to perform the services set out in its Request for Proposal on behalf of the CLIENT and the CONSULTANT desires to perform the same for compensation in accordance with the terms and conditions set forth herein.

THE PARTIES HERETO AGREE AS FOLLOWS:

The CONSULTANT’s Proposal is incorporated into this Agreement by reference and forms a part of this Agreement. CONSULTANT shall perform all the work and services outlined in the CONSULTANT’s Proposal which proposal is agreed to by CLIENT (hereinafter referred to as “Services”), and both parties agree to the attached TERMS AND CONDITIONS FOR CONSULTING SERVICES. All Services, regardless of commencement date, are covered by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as follows:

North Saskatchewan Watershed Alliance
Society (CLIENT)

Address: Suite 202 9440-49 Street
Edmonton, Alberta
T6B 2M9

By: _____
Title: Executive Director

Phone: (587) 525-6820

_____ Ltd. (CONSULTANT)

Address:

Edmonton, Alberta

T _____

By: _____

Phone: (780) _____

Title: _____

TERMS AND CONDITIONS FOR CONSULTING SERVICES

1. PERFORMANCE OF OBLIGATIONS AND STANDARD OF CARE

Services performed by CONSULTANT will be conducted in a good and workman like manner consistent with that level of care and skill ordinarily exercised by other members of the biologist and science professions on projects of a similar nature.

Notwithstanding the time limits, financial and physical constraints applicable to the Services, the CONSULTANT represents and warrants that it has the expertise, skill and resources to perform and complete all the Services within the time periods set out in the CONSULTANT's Proposal.

If all or part of the services are to be performed by specific individuals identified in the CONSULTANT's Proposal, those services will be performed by the specified individuals unless prior written consent to change is given by CLIENT.

Performance of the Services shall not be subcontracted without the prior written approval of CLIENT.

CONSULTANT acknowledges and agrees that the schedule and timelines set out in the CONSULTANT's Proposal is a material term of this Agreement. CONSULTANT shall immediately notify the CLIENT if it becomes aware of any reason that it may be delayed in performing any of the Services. If the CONSULTANT does not meet any timeline (proposed or otherwise) set out in the CONSULTANT's Proposal for performing any part of or all the Services, other than as a direct result of the CLIENT'S negligence, the CLIENT may in its sole discretion choose to treat such non-performance as a substantial breach of the Agreement.

2. INVOICES AND PAYMENT TERMS

CONSULTANT will submit invoices to CLIENT upon completion of each Project Phase and a final bill upon completion of Services, the aggregate of which shall not exceed the total cost set out in the CONSULTANT'S Proposal. CLIENT shall notify CONSULTANT within ten days of receipt of invoice of any dispute with the invoice, and both parties will promptly resolve any disputed items and if the dispute cannot be resolved by negotiation, then such dispute will be settled in accordance with section 8 herein. Payment of undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty days from the date of the invoice.

CLIENT agrees to pay a finance charge of 12 percent per annum on undisputed past due accounts.

3. DATA AND INFORMATION

CONSULTANT shall be entitled to rely upon the reports, data, drawings, documents and other information provided by CLIENT in performing the Services, and assumes no responsibility or liability for the accuracy or completeness of such. CONSULTANT shall be responsible only for the accuracy of the data, interpretations and recommendations it generates or makes. CONSULTANT will not be responsible for any interpretations or recommendations made by others, based in whole or in part on CONSULTANT's data, interpretations or recommendations.

4. PROFESSIONAL WORK PRODUCT

All documents and data, including reports, drawings, logs, field data, laboratory data and calculations prepared by CONSULTANT are its professional work product (the "Work Product"). Upon CONSULTANT's completion of the Services or any part thereof and payment by the CLIENT for such Services or any part thereof, the CONSULTANT agrees that all rights, title and interest to the Work Product, including without limitation any copyright, shall immediately and automatically transfer to the CLIENT. CONSULTANT has the right to retain an archive copy of the Work Product.

5. INSURANCE AND INDEMNITY

CONSULTANT shall maintain insurance coverage during the performance of this Agreement as follows:

- Workers' Compensation insurance in compliance with statutory limits
- Employers' Liability with the following limits:

Each Accident	\$2,000,000
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- Business Automobile Liability with the following limits:

Combined Single Limit	\$ 2,000,000
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- Commercial General Liability with the following limits:

Each Occurrence	\$2,000,000
General Aggregate	\$4,000,000
- Professional Liability Insurance with the following limits:

Any One Claim	\$1,000,000
Policy Aggregate	\$3,000,000

CONSULTANT shall, at all times, defend, indemnify and save harmless CLIENT and its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including but not limited to costs on a solicitor and his own client basis, court and arbitration costs, to the extent arising directly or indirectly from the negligent acts, errors or omissions of CONSULTANT or those for whom CONSULTANT is responsible in law resulting from the performance or non-performance of the Services and its obligations under this Agreement. This provision shall survive termination of this agreement.

6. AUDIT

The CONSULTANT shall keep full, accurate and complete records and books of account with respect to its performance of the Services, and copies of all such records and books of account shall be held at CONSULTANT'S office in _____, Alberta. Records must be maintained during the term of this Agreement and for a period of three years thereafter.

The CLIENT and its agents shall have the right at any reasonable time and without prior notice to access and examine the records and books of account of CONSULTANT including without limitation, the books, files, working papers, invoices, contracts and all other records of CONSULTANT pertaining to its performance of the Services. CONSULTANT shall, as soon as is reasonably possible after a request by CLIENT, provide copies to CLIENT and/or its agents of any such records.

7. TERMINATION

This Agreement maybe terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice, such period being not less than seven (7) calendar days.

CLIENT may terminate this Agreement without cause upon fourteen (14) days notice in writing.

On termination of this Agreement, CLIENT shall pay CONTRACTOR for the Services performed to the date of termination. CLIENT shall have no further liability of any nature whatsoever to the CONSULTANT for any loss of profit or any other losses suffered either directly or indirectly by the CONSULTANT as a result of the termination of this Agreement.

8. DISPUTES

It is the intention of the parties that, in the event of a dispute arising out of the performance of this Agreement, every endeavour shall be made to resolve the dispute on its merits by negotiation. The parties shall attend at least one meeting to discuss the dispute before commencing other proceedings in respect of the dispute. If the dispute cannot be resolved by negotiation, the parties shall ascertain whether they agree that the dispute shall first be subject to the process of conciliation, mediation or other resolution process.

If the dispute cannot be resolved as set out above within a period of thirty days, or if at any time either party reasonably considers that the other party is not making reasonable efforts to resolve the dispute, a notice may be issued to the other party requiring that the dispute be referred to arbitration.

Arbitration shall be affected by a single Arbitrator in accordance with Arbitration and Mediation Institute "Rules for the Conduct of Arbitrations".

9. CONFIDENTIALITY

CONSULTANT shall keep confidential, and not publish or otherwise disclose, all data and information furnished to CONSULTANT by CLIENT (or by third parties as a result of the CLIENT'S direction or agreement between the CLIENT and such third party) under this Agreement. CONSULTANT'S confidentiality obligations shall not apply if such data or information is within the public domain, or required to be produced by CONSULTANT pursuant to any law, subpoena, or court order.

CONSULTANT shall not use, disclose, share or otherwise deal with in any manner any data and information provided by CLIENT or others under this Agreement, except to perform the Services.

10. REPRESENTATIONS

CONSULTANT represents, warrants and covenants to CLIENT that as of the date of this Agreement:

- (a) it is a corporation duly incorporated, organized and subsisting under the laws of Alberta, Canada with the corporate power to carry on its business;
- (b) it has good and sufficient power, authority and right to enter into and deliver this Agreement and to perform its responsibilities, duties and obligations under this Agreement;
- (c) this Agreement constitutes a valid and legally binding obligation of the CONSULTANT, enforceable against itself in accordance with its terms, subject to equitable interpretation by the Courts;
- (d) there are no contracts, options or any other rights of another person binding upon or which at any time in the future may become binding upon the CONSULTANT that would impair or prohibit the CONSULTANT from fulfilling its responsibilities, duties and obligations under this Agreement;
- (f) neither the entering into nor the delivery of this Agreement nor the completion of the Services by the CONSULTANT will result in the violation of:
 - (i) any agreement or other instrument to which the CONSULTANT is a party or by which CONSULTANT is bound, or
 - (iii) any applicable law, rule or regulation; and
- (g) there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of the CONSULTANT) pending or, to the best of the knowledge of the CONSULTANT threatened, by or against or affecting the CONSULTANT which relates to this Agreement at law or in equity, or before or by any court or any federal, provincial, municipal or other governmental

department, commission, board, bureau, agency or instrumentality, domestic or foreign.

11. MISCELLANEOUS

- a) All notices, reports, invoices, payments and formal communications (collectively referred to as "Notices") required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by prepaid registered mail, facsimile transmission or electronic mail (e-mail) to the address, facsimile number, or e-mail address of the parties set out above or to such other address or facsimile number as the relevant party may notify from time to time.
- b) Notices sent by prepaid registered mail shall be deemed to be received by the addressee on the seventh (7th) day (excluding Saturdays, Sundays, statutory holidays and any period of postal disruption) following the mailing thereof. Notices personally served or sent by facsimile transmission or e-mail shall be deemed to be received when actually delivered or sent, provided such delivery or sending shall be during normal business hours of the recipient, otherwise such Notices shall be deemed received the following business day.
- c) This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- d) Time in all respects shall be of the essence in this Agreement.
- e) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- f) No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- g) All representations and obligations shall survive indefinitely the termination of the Agreement.
- h) Any section, to the extent it is found to be unlawful or unenforceable, shall be ineffective without affecting any other sections of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- i) All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Alberta, and the parties submit to the exclusive jurisdiction of the courts of the Province of Alberta.