



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada 9250-49 Street NW Edmonton, Alberta T6B 1K5 Attention: Crystal Hendrickson Email: crystal.hendrickson@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUMISSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	Title – Titre	
	Strategic and Operational Review of the Mackenzie River Basin Board	
	EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000037850	
	Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2019-03-13	
	Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)	Time Zone – Fuseau horaire
	at – à 10:00 A.M. on – le 2019-04-23	Mountain Daylight Savings Time/ Heure d'été des montagnes
	F.O.B – F.A.B	
	Address Enquiries to - Adresser toutes questions à	
	Crystal.hendrickson@canada.ca	
	Telephone No. – N° de téléphone	Fax No. – N° de Fax
780-951-8653	780-495-5097	
Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2019-04-30 – 2020-12.31		
Destination - of Services / Destination des services		
Manitoba		
Security / Sécurité		
There is no security requirement associated with this solicitation.		
Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur		
Telephone No. – N° de téléphone	Fax No. – N° de Fax	
Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	

Cover page (signed) must be submitted together with the Bidder's proposal.



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Title: Strategic and Operational Review of the Mackenzie River Basin Board

PART 1 – GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this requirement.

2. Statement of Work

The Work to be performed is detailed under Annex A Statement of Work of the resulting contract.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the PWGSC *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

Insert: “Bids may be submitted by facsimile if specified in the bid solicitation.”

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:



Delete: In their entirety

Insert: "Deleted"

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: "the Procurement Business Number of each member of the joint venture,"

Insert: "Deleted"

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety

Insert: "Deleted"

2. Submission of Bids

2.1 Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

3. Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.



Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

6. Basis for Canada's Ownership of Intellectual Property

Environment and Climate Change Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, except of indigenous knowledge for which intellectual property rights rest with knowledge holders. This includes all materials both draft and final.

Intellectual property matters will be dealt with via specific text within the contract.



PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (1 electronic copy in PDF format)
- Section II: Financial Bid (1 electronic copy PDF format)
- Section III: Certifications (1 electronic copy PDF format)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders; and
- (3) print on both sides of the paper.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the Work

Section II: Financial Bid

- 1. Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

1.1 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for the performance of milestone of the Work, as applicable:

- a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for the Work to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.)

- b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as



- applicable. "These items will be deliverable to Canada upon completion of the contract. ").
- c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
 - d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
 - e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
 - f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in the resultant contract in part 6 of the bid solicitation.
 - g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

1.2 Bidders should include the following information in their financial bid:

- a) Their legal name; and
- b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III - Certifications

1. Bidders must provide the required certifications Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Introduction

To meet the requirement described herein, the experience of the Bidder must be work for which the Bidder was under contract to clients exterior to the Bidder's own organization. In the case of a joint venture, the combined experience of the parties forming the joint venture will be considered in the evaluation of the experience of the bidder.

Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes.

1.2 Evaluation Process

All bids will be evaluated in accordance with the process outlined in this Article.

The Evaluation Process and Contractor Selection are subdivided into 4 stages.

Bidders will not be given any information regarding the status of their bid, any preliminary scores or results relating thereto, or any similar details until such time as the evaluation of all bids has been completed and a Contract has been awarded.

Notwithstanding that the evaluation and selection methodology will be conducted in Stages, the fact that Canada has proceeded to any next Stage shall not be deemed to mean that Canada has conclusively determined that the proposal has successfully passed all the previous Stages.

Stage 1: Confirmation of compliance with the **Mandatory Requirements;**

Bids will first be reviewed by the Evaluation Team for compliance to the **MANDATORY** requirements for this RFP. Bids not complying with each and every **MANDATORY** requirement will receive no further consideration.

Please provide page numbers whereby you are demonstrating that your firm meets the Mandatory requirements.

	Screening Criterion	Page#	Yes	No
M1	<p>The Bidder must demonstrate knowledge of multi-jurisdictional transboundary organizations, their governance structures and operational practices.</p> <p>This will be demonstrated by listing and describing previous work experience, and listing the time period during which the experience was obtained and references to projects completed.</p> <p>The Bidder may convene a team of experts to complete this work. However, it must be demonstrated during the bidding process, how collaborators collectively have knowledge and experience with multi-jurisdictional transboundary organizations.</p>			
M2	The Bidder must demonstrate familiarity with the Mackenzie River Basin Transboundary Waters Master Agreement, the Bilateral Water Management Agreements and the significant cooperative water resource management challenges in the Mackenzie River Basin.			



	The Bidder must provide a written summary of their exposure to this topic within their proposal.			
M3	The Bidder must demonstrate a minimum of two years' experience in project management and an ability to deliver high quality results in a timely manner. References for previous project work must be provided to assist the Technical Authority in evaluating this qualification.			
M4.	The maximum budget for the project (professional fees and travel, if needed) is \$85,000.00 (taxes extra, if applicable)			

Stage 2: Technical Evaluation against the Rated Requirements;

Bids that meet all the mandatory requirements will be evaluated against the rated requirements described in the Point Rated Evaluation Criteria.

The Evaluation team will allocate points for the Technical Score in accordance with the maximum points assigned to each criterion.

The evaluation will take the form of reviewing the statements and supporting material referenced in the responses to the rated requirements to determine the score to be awarded.

To be considered compliant, the bid must also meet or exceed the minimum required **overall pass mark of 70 of the 110 available points**. Any Bidder's proposal not meeting the overall minimum pass mark will be deemed non-compliant and the proposal will receive no further consideration.

Technical Requirements

The following evaluation criteria will be used to rate the proposals.

	Evaluation Criterion	Score
R1	<p>The Bidder's proposal demonstrates an understanding of the study requirement's, purpose and objective. The proposal must speak to the work described in the Scope of Work section, and all deliverables that are required under his project.</p> <p>This will be assessed via examination of the Bidder's overall bid.</p> <p>15 points - Excellent - a very clear, strong understanding is presented in the proposal document 12 points - Very good understanding and knowledge is presented in the proposal document. 10 points- Acceptable - satisfactory understanding and knowledge is presented in the document 5 points- Marginal understanding and knowledge is presented in the document 0 points - Insufficient - no understanding and knowledge is presented in the document</p>	/15



	Evaluation Criterion	Score
R2	<p>The Bidder's proposal demonstrates: a realistic and achievable approach to completing the tasks in the Statement of Work; a logical break-down of those tasks; and, a detailed schedule and timeline for completion of each aspect of the project.</p> <p>15 points - Excellent - a very clear, strong understanding is presented in the proposal document 12 points - Very good understanding and knowledge is presented in the proposal document. 10 points- Acceptable - satisfactory understanding and knowledge is presented in the document 5 points- Marginal understanding and knowledge is presented in the document 0 points - Insufficient - no understanding and knowledge is presented in the document</p>	/15
R3	<p>The Bidder must demonstrate experience in projects of similar nature to this one by:</p> <ul style="list-style-type: none"> • Providing examples of projects relating to the evaluation the effectiveness of organizations to achieve assigned roles and evaluation of the operational practices of organizations; and, • Providing examples of projects that are of a similar size and complexity to the proposed project. <p>10 points – Four or more relevant projects. 8 points – Three relevant projects 5 points – Two relevant project 0 points – No relevant projects or projects deemed partially relevant.</p>	/10
R4	<p>The Bidder must demonstrate specialized training or experience in the governance, management and operations of multi-jurisdictional transboundary organizations. This is to be summarized in the proposal and delineated in the resumes of project team members.</p> <p>10 points- Excellent - a very clear, strong understanding is presented in the proposal document 8 points - Very good understanding and knowledge is presented in the proposal document 5 points- Acceptable - satisfactory understanding and knowledge is presented in the document 0 points - Insufficient - no understanding and knowledge is presented in the document</p>	/10
R5	<p>The Bidder must provide examples of projects that involve consideration and utilization of Indigenous Traditional and Local Knowledge. The Bidders experience must be clearly demonstrated in the proposal.</p> <p>10 points – Three or more relevant projects. 8 points – Two relevant projects 5 points – One relevant project 0 points – No relevant projects or projects deemed partially relevant.</p>	/10
R6	<p>The Bidder's proposal demonstrates experience in project management and clearly outlines how project management principles will be applied to the project.</p> <p>The Bidder shall demonstrate through examples of completed projects of a similar magnitude, and how successful project management skills will be applied in the proposed project. Where relevant, the Bidder is encouraged</p>	/10



	Evaluation Criterion	Score
	<p>to indicate project management experience for projects relevant to the Mackenzie Basin, with the MRB Transboundary Waters Master Agreement, or existing Bilateral Water Management Agreements.</p> <p>10 points- Excellent - a very clear, strong understanding is presented in the proposal document 8 points - Very good understanding and knowledge is presented in the proposal document 5 points- Acceptable - satisfactory understanding and knowledge is presented in the document 0 points - Insufficient - no understanding and knowledge is presented in the document</p>	
R7	<p>The Bidder's proposal demonstrates that the personnel assigned to the project have the relevant experience/training for the tasks that they will be assigned.</p> <p>This will be assessed through examination of the Bidder's project plan and project schedule to determine who will be responsible for which project elements, and then cross-referenced with project team resumes.</p> <p>10 points- Excellent - a very clear, strong understanding is presented in the proposal document 8 points - Very good understanding and knowledge is presented in the proposal document 5 points- Acceptable - satisfactory understanding and knowledge is presented in the document 0 points - Insufficient - no understanding and knowledge is presented in the document</p>	/10
R8	<p>Adequacy and availability of personnel to carry out the project tasks appears reasonable. The resources assigned to the project appear to be sufficient to achieve the proposed schedule. The division of responsibilities between project personnel is clearly described.</p> <p>10 points- Excellent - a very clear, strong understanding is presented in the proposal document 8 points - Very good understanding and knowledge is presented in the proposal document 5 points- Acceptable - satisfactory understanding and knowledge is presented in the document 0 points - Insufficient - no understanding and knowledge is presented in the document</p>	/10
R9	<p>Performance references of three different clients for whom projects of equal scope and complexity have been completed in the past 5 years, of projects that involve consideration and utilization of Indigenous Traditional and Local Knowledge. The Bidders experience must be clearly demonstrated in the proposal</p> <p>10 points- Excellent - a very clear, strong understanding is presented in the proposal document 8 points - Very good understanding and knowledge is presented in the proposal document 5 points- Acceptable - satisfactory understanding and knowledge is presented in the document 0 points - Insufficient - no understanding and knowledge is presented in the document</p>	/10



	Evaluation Criterion	Score
R10	<p>2 point per project will be awarded for up to a maximum of 5 projects that have been identified where the work was related*** to the Mackenzie River Basin.</p> <p>***In order to be awarded points, the projects must fall under the Scope of Work detailed in Annex "A" – Statement of Work.</p> <p>***In order to be awarded points, the projects must:</p> <ul style="list-style-type: none"> A) have provided the bidder the ability to gain insight into the environmental and/or water management challenges, inter-jurisdictional political dynamics and/or the connection of citizens to the land and water of the Mackenzie River Basin; and, B) be of a complexity approaching that of this project. 	/10
	Total: (minimum points to pass 77)	/110

Stage 3: Evaluation of the Financial Bid;

Once the technical evaluation scores are established for all proposals, the Financial Bids will be opened and evaluated by the Contracting Authority. The technical scores shall not be changed once the financial bids are opened.

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

The intention of this solicitation process is to award a contract in order to complete the tasks as outlined within the Statement of Work.

The Total Bid Price for Evaluation will be established as per Annex B – Basis of Payment. Bidder's must complete all cells within that document in order for their bid to be deemed responsive. Note: a cell cannot remain blank. However, an amount of \$0.00 or NIL can be entered. It must be understood that all work is to be performed and response of \$0.00 or NIL does not mean the work will not be completed, it means that the price is included somewhere else within the Financial bid. Please advise if that is the case.

The financial bid will be the total combined costs of all rows listed in Table found in Annex B – Basis of Payment.

Stage 4: Contractor selection

Highest Combined Rating of Technical Merit (80%) and Price (20%) within Budget

- (a) Meet All **Mandatory Requirements** including submitting copies of all **certifications**.
- (a) To be declared responsive, a bid must:
 - (i) comply with all the requirements of the bid solicitation
 - (ii) Achieve an individual criterion pass mark as outlined in the table and an overall pass mark of 70%.
- c) Bids not meeting (i) or (ii) will be declared non-responsive.
- d) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract



- e) To establish the technical merit score for each responsive bid will be determined as follows: total number of total number of points obtained / maximum number of points available multiplied by the ration of 80%
- f) To establish the successful contractor each bid in compliance with the mandatory technical criteria will then be opened, with contract being awarded to lowest bidder.

Calculation grid

- 1) The technical evaluation is weighted at 80%.
- 2) The price is weighted at 20%.
- 3) The proposal below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratios of the technical merit and price respectively.

Example only:

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		83/100	75/100	85/100
Bid Evaluation Price		\$155,000	\$148,000	\$161,000
Calculations	Technical Merit Score	$83/100 \times 80\% = 66.4$	$75/100 \times 80\% = 60.0$	$85/100 \times 80\% = 68.0$
	Pricing Score	$148/155 \times 20\% = 19.1$	$148/148 \times 20\% = 20$	$148/161 \times 20\% = 18.4$
Combined Rating		85.5	80	86.4
Overall Rating		2nd	3rd	1st



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information (see Annex D)

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

Signed (Contractor's Representative)

Date

1.2 Federal Contractors Program for Employment Equity - Bid Certification (see Annex E)

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Signed (Contractor's Representative)

Date

1.3 Former Public Servant – Competitive Bid (see Annex F)

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of



the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Signed (Contractor's Representative)

Date

3. Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.



PART 6 – SECURITY AND OTHER REQUIREMENTS

1. Security Requirement

There is no security requirement under this contract.

2. Insurance Requirements

PWGSC SACC Manual clause G1007T (2016-01-28) Insurance – Proof of Availability Prior to Contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C, Insurance Requirements.

The Bidder is not required to purchase the insurance until in receipt of Notification of Contract award through a letter of intent.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



PART 7 - RESULTING CONTRACT *(at contract award, delete this line)*

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation *(at contract award, delete this sentence and insert the title)*.

Title: Strategic and Operational Review of the Mackenzie River Basin Board

1. Security Requirement

There is no security requirement associated with this requirement.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PWGSC *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

At Section 19 Copyright

Delete: In its entirety

1. In this section:
"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.



"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.

alternately:

In lieu of a written permanent waiver of moral rights as defined in the Copyright Act, R.S., 1985, c. C-42, the contractor has requested that conventional formats for reports, papers or presentation be used for referencing the creators of the Work. Examples of information that may be included for referencing include:

"Authors, title of paper (presentation or report), identifying numbers of journal (presentation or report), year."

4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.
6. The Crown believes that aboriginal traditional knowledge (ATK) should remain the property of those who hold it and that the knowledge holders themselves should have a say in how their knowledge is captured and used. The Contractor will make every effort to ensure ATK is captured accurately and in accordance with the knowledge holder's understanding and expectations. If required, the Contractor will enter into an agreement with the holder(s) of the ATK wherein any intellectual property associated with the capture of their ATK will be vested in the knowledge holder(s) themselves. To this end, all transcripts, notes, audio and video recordings, or any other media used to capture the ATK will be provided back to the knowledge holder(s) at the completion of this project. The Contractor will obtain a suitable license to the ATK from the originating party and hereby grants to the Crown a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all intellectual property rights in the ATK that vest in the Owner for the Crown's non-commercial purposes. For cases where the Contractor is not the ATK knowledge holder, the Contractor will not retain any ongoing rights to use the ATK.
7. No restrictions other than those set out in this section must apply to Canada's use of the Material or of translated versions of the Material.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from April 1, 2019 to December 31, 2020 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:



Name:	Crystal Hendrickson
Title:	Procurement Specialist
Organization:	Environment Canada
Address:	9250-49 Street NW, Edmonton, Alberta T6B 1K5
Telephone:	780-951-8653
Facsimile:	780-495-5097
E-mail address:	Crystal.hendrickson@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority

The Technical Authority for the Contract is:

Name:	
Title:	
Organization:	
Address:	
Telephone:	
Facsimile:	
E-mail address:	

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name:	
Title:	
Organization:	
Address:	
Telephone:	
Facsimile:	
E-mail address:	

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex _____, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are _____ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

7.2 Limitation of Expenditure



- a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.
- b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

8 Invoicing Instructions

8.1 Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex B of the Contract and the payment provisions of the Contract if:

- a) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

9. Certifications

9.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a **condition** of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Saskatchewan.

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.



- a) the Articles of Agreement;
- b) Modified 2010B General Conditions - Professional Services (Medium Complexity) 2018-06-21
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Integrity Regime Form
- f) the Contractor's bid dated _____.



ANNEX A

STATEMENT OF WORK

The Contractor hereby agrees to:

Provide professional services in the project titled: **Strategic and Operational Review of the Mackenzie River Basin Board**

This project will examine the duties, by-laws and operational practices of the Mackenzie River Basin Board and make recommendations for improvement.

Background: The Mackenzie River Basin Transboundary Waters Master Agreement (Master Agreement) established the Mackenzie River Basin Board (MRBB) with the responsibility to administer the terms of the Agreement and to serve as a forum where all governments can cooperate in an effort to maintain the ecological integrity of the Basin's aquatic ecosystem. The MRBB is not a regulatory or licensing board, and has no legal or policy basis to regulate resource use in any of the jurisdictions.

The Master Agreement

In 1997, the Governments of British Columbia, Alberta, Saskatchewan, the Northwest Territories, Yukon, and Canada completed signing the Master Agreement.

Under the Master Agreement, the Parties are committed to:

- Managing the water resources in a manner consistent with the maintenance of the Ecological Integrity of the Aquatic Ecosystem;
- Managing the use of the Water Resources in a sustainable manner for present and future generations;
- The right of each to use or manage the use of Water Resources within its jurisdiction provided such use does not unreasonably harm the Ecological Integrity of the Aquatic Ecosystem in any other jurisdiction;
- Providing for early and effective consultation, notification and sharing of information on developments and activities that might affect the Ecological Integrity of the Aquatic Ecosystem in another jurisdiction; and
- Resolving issues in a cooperative and harmonious manner.

The Master Agreement also commits the jurisdictions to develop bilateral water management agreements between neighbouring jurisdictions within the Mackenzie River Basin.

Bilateral Water Management Agreements

British Columbia, Alberta, Saskatchewan, Yukon and the Northwest Territories are negotiating bilateral water management agreements (BWMA) in accordance with the following schedules from the *Mackenzie River Basin Transboundary Waters Master Agreement*:

Schedule B	British Columbia - Alberta
Schedule C	British Columbia - Northwest Territories
Schedule D	British Columbia - Yukon
Schedule E	Alberta - Northwest Territories
Schedule F	Alberta - Saskatchewan
Schedule G	Saskatchewan - Northwest Territories
Schedule H	Northwest Territories - Yukon

Alberta and the Northwest Territories signed a BWMA in March 2015. British Columbia and the Northwest Territories signed a BWMA in October 2015. British Columbia and Yukon signed a BWMA in March 2017. The Northwest Territories and Yukon signed a BWMA in 2002; however, the Parties are actively working to update this agreement. Other BWMA are expected to be signed in the near future.

Canada does not directly participate in the current round of BWMA negotiations but has provided technical support upon request.

The MRBB is not a signatory to the BWMA, but the Board anticipates that its role may evolve as the BWMA are completed and implemented.



The Mackenzie River Basin Board

The MRBB has 13 members, three representing the Government of Canada and two from each province and territory. One of the two provincial and territorial members has been appointed to represent Indigenous organizations in each jurisdiction and provide an Indigenous perspective.

The Board is unique because of this interjurisdictional partnership, the presence of members representing Indigenous interests alongside representatives of the governments, and the commitment by all parties to maintain the ecological integrity of the aquatic ecosystem.

Part D 2. Of the Master Agreement assigns the duties of the MRBB as follows.

The Board shall act to carry out the purposes of this Agreement in accordance with the principles stated herein by:

- a. providing a forum for communication, coordination, information exchange, notification and consultation;
- b. identifying, recommending and implementing such studies, investigations, programs and activities as are required to carry out this Agreement;
- c. considering the needs and concerns of Aboriginal people through,
 - i. the provision of culturally appropriate communication, and
 - ii. the incorporation of their traditional knowledge and values;
- d. establishing and directing the activities of the Secretariat, which shall carry out the programs approved by the Board and shall comprise such personnel as the Board may direct;
- e. recommending uniform objectives or guidelines for the quality and quantity of the Water Resources;
- f. establishing and directing technical committees which may be required to support the work of the Board;
- g. encouraging consistent monitoring programs;
- h. monitoring the progress of implementing the Bilateral Water Management Agreements;
- i. administering the dispute resolution process set out in Part E;
- j. meeting at least annually;
- k. reviewing this Agreement at least once every three years and proposing amendments to the Parties;
- l. creating a budget which shall include,
 - i. within two years of the signing of this Agreement, developing a five-year expenditure plan,
 - ii. establishing the annual Board budget within the limits approved by the Parties, and
 - iii. authorizing expenditures within the limits of approved budgets including, inter alia, expenditures for the staffing and operation of the Secretariat;
- m. as required, engaging agencies of the Parties, Aboriginal organizations, or consultants, to undertake such assignments as the Board requires;
- n. submitting to the Ministers an annual report, within six months after the end of the Fiscal Year;
- o. submitting to the Ministers a report on the state of the Aquatic Ecosystem within 5 years after the end of the first Fiscal Year and every 5 years thereafter;
- p. keeping complete records of all expenditures made pursuant to this Agreement, supporting such expenditures with proper documentation, and making these records and documents available to auditors appointed by the Board or any Party hereto requesting the same;
- q. enacting, amending or repealing by-laws for the conduct of the Board and the Secretariat;
- r. establishing standards and procedures required for maintenance of order at its meetings; and
- s. carrying out such other related duties as all the Parties may request in writing.

Under the Master Agreement, the Board's operational budget is fixed at \$280,000 per year. The provinces and territories are responsible for 5/7 of this amount, while the federal government is responsible for the remaining 2/7. The Master Agreement does not account for inflation. These funds cover the Secretariat staff salary, MRBB contracts, costs associated with committee operations, participation costs for five Indigenous MRBB Members, logistics for board meetings, and operational costs including travel costs for the Secretariat and office supplies.

Provincial and territorial funds can be carried forward between fiscal years through multi-year work planning. This flexibility allows the Board to use these reserve funds to cover the costs of major projects.

In order to administer the Master Agreement, the MRBB has created a number of working committees. These committees are responsible for the bulk of the MRBB operational work. The committees are comprised of members of the Board, or their appointed delegates, selected to promote and lead these activities and support specialists from



jurisdictions and federal agencies to assist with the work of the committees. A Board Member may agree to act as a Champion of a Board committee and will allocate human resources, including a committee Chair, to help a committee achieve the responsibilities assigned by the Board.

Board Members provide in-kind support to the MRBB and its committees.

Four committees are currently established under the MRBB:

- The State of the Aquatic Ecosystem Report (SOAER) Committee oversees the development of the SOAER. The SOAER Steering Committee currently does not have a Board Champion. Environment and Climate Change Canada is providing the Committee Chair. The Board Secretariat holds the secretarial duties.
- The Traditional Knowledge and Strengthening Partnerships (TKSP) Steering Committee provides Traditional Knowledge oversight, and helps incorporate Traditional Knowledge into MRBB operations. The Government of the Northwest Territories Board Member has agreed to act as the Board Champion and has assigned a Committee Chair. Indigenous Board members also serve on the Steering Committee. The TKSP Steering Committee has, at times, struggled to find other government representation. The Board Secretariat holds the secretarial duties.
- The Communications Committee is tasked with meeting the MRBB Communication needs. The Communications Committee has a Board Champion, but does not have a Committee Chair. The Chair and secretarial responsibilities have been delegated to Board Secretariat.
- The Technical Committee is tasked to manage information for the Board, assess data relevant to Board priorities, and prepare reports for the Board's consideration. The Technical Committee, which has recently been reactivated, will also provide support to the bilateral water management agreements on basin-wide issues. Membership on the Technical Committee is still being determined. The Board Secretariat holds the secretarial duties.

The MRBB had also established an Operations Committee, which had been tasked to prepare and review by-laws, prepare and review the MRBB budget, establish policies and procedures for the Board, provide encouragement for the development and signing of the Bilateral Water Management Agreements, review the annual report, and manage the dispute resolution process. The Operations Committee is no longer active due to capacity concerns of Board members; however, some duties related to the work of this committee have been assigned to the Secretariat, and some of the duties are dealt with directly by the Board.

Under Part D 2 k of the Master Agreement, the MRBB is directed to review this Agreement at least once every three years and propose Amendments to the Parties. The MRBB has directed that an independent strategic and operational review of the Board be undertaken to ensure that the Board is fulfilling its duties in an effective and efficient manner.

This Request for Proposals has been developed to comply with this direction.

This strategic and operational review is funded by the MRBB. The Chair of the MRBB is the Project Authority. The Chair will delegate some of the administrative responsibilities to the MRBB Secretariat. The MRBB has also assembled a Project Work Group to guide the project.

Key Considerations

The strategic and operational review will examine each aspect of the MRBB duties, by-laws and operational practices for potential improvement as described in the Outline of Study Steps included in this RFP. However, some areas that are anticipated to require special attention will include:

- Evaluation of the degree to which the MRBB has achieved all of its duties as specified in Part D 2. of the Master Agreement and in particular MRBB efforts to: enable Indigenous Member participation in Board activities; foster good relationships between Indigenous Members and Government Party counterparts on the Board; and, strengthen Indigenous Member reporting capacity to their communities in the basin.
- Evaluation of relationships, linkages between the MRBB and the BWMA, and the opportunities for mutually beneficial activities that can be undertaken by the MRBB or BWMA Bilateral Management Committees.
- Evaluation of alternative governance structures related to the MRBB and its Chair, committees and Secretariat.
- Evaluation of the responsibilities assigned to the MRBB Secretariat, and the skills sets and the human resources required to deliver on those responsibilities.
- Evaluation of the adequacy of funding provided to the MRBB via the Master Agreement and approaches to address any funding deficiencies.



Outline of Study Steps:

The following steps outline the general study process:

- i. Review and assess all relevant MRBB background materials, including, but not limited to, the Master Agreement, the Bilateral Water Management Agreements, the State of the Aquatic Ecosystem reports, MRBB By-laws, each MRBB Committee terms of reference, website, and annual reports.
- ii. Review and compare governance, operations, and resourcing approaches of other multijurisdictional transboundary organizations (whether or not necessarily they have water related mandates).
- iii. Interview current Board Members and Alternates, MRBB Committee Members, and the Secretariat, and former Board Members, governance experts, and other interested parties to gather their insights and perspectives on the strengths and weaknesses of the MRBB and its operations.
- iv. Meet with the MRBB during one of its semi-annual meetings to: present initial findings resulting from steps i to iii above; and, to observe the MRBB as it conducts its business.
- v. Critically examine the various components (e.g. duties assigned, resources available, governance structures etc.) that influence the conduct of the MRBB in order to:
 - a. Determine whether the duties of the MRBB as specified in Part D 2 of the Master Agreement are comprehensive in supporting the purpose and principles of the Master Agreement;
 - b. Determine whether the governance and operational practices of the MRBB and its committees support the effective achievement of its duties;
 - c. Determine the anticipated roles and human resource requirements of the MRBB Secretariat; and,
 - d. Determine the adequacy of MRBB funding and approaches to address any funding deficiencies.
- vi. Communicate the key findings of the research and interviews, recommendations to address key findings, and options on ways to achieve the recommendations.
- vii. Complete evaluating options to achieve these recommendations and consider whether there is the ability to implement those recommendations within the existing Master Agreement.
- viii. Complete a final report, based on input from the Board, on recommendations and options.

The successful Consultant will complete all analysis and background work and present options for amending the MRBB duties, funding structure, by-laws, Secretariat structure or operational practices (item vi. above). The MRBB will determine which options will be carried forward as recommendations in the final study report. The Consultant will use the decisions of the MRBB to inform their work on items vii. and viii. above.

Documentation and Information Available to Support the MRBB Strategic Review

The following documents can be found on the MRBB website (www.mrbb.ca):

- The Mackenzie River Basin Transboundary Waters Master Agreement
- The Alberta-NWT Bilateral Water Management Agreement
- The British Columbia-NWT Bilateral Water Management Agreement
- The Yukon-British Columbia Bilateral Water Management Agreement
- The 2003 MRBB State of the Aquatic Ecosystem Report
- The 2012 MRBB Issues Report

The MRBB will also provide:

- Minutes from MRBB Meetings 1 to 57
- The MRBB Bylaws
- The Terms of Reference for each MRBB Committee
- The MRBB Workplan
- The draft MRBB Communications Plan
- Supporting documents, as deemed appropriate by the Contractor and the Project Authority.

Client Participation

The MRBB will act as the oversight body for this project. The following support can be anticipated from MRBB members and the MRBB Secretariat:

- The MRBB will provide the Consultant with any available information that is relevant to the project, including the reports and files listed in the Documentation section above.



- The MRBB will review and provide comments on the Consultant's deliverables in a timely manner.
- Various other information will also be provided by the appropriate provincial, territorial or federal agencies as required. This may include items such as reports on BWMA implementation, information on MRBB and committee member appointment processes, etc..
- The MRBB will attend scheduled meetings with the Consultant in order to keep informed of the Consultant's progress, as well as to answer any questions and provide information to the Consultant as requested.
- The Consultant will provide options for amendments to the duties of the MRBB, changes to MRBB governance structures or operational practices, changes to the duties or structure of the MRBB Secretariat; or amendments to the provision of funds to the MRBB. It will be the responsibility of the MRBB to determine which of the options presented will be included in the final report.

Contractor Responsibilities:

Responsibilities of the Consultant

The Consultant will be responsible to make whatever contacts are necessary to obtain the information and data necessary to complete the study. This will include contact with provincial, territorial and federal agencies (possibly through MRBB members). In some cases the Consultant may also be required to contact outside parties to request information pertaining to the study. The Consultant will keep the MRBB informed of progress on the study and proactively seek input on any issues that are encountered during the course of completing the work.

Project Reporting Structure

The Consultant will have a single point of contact within the MRBB or its Secretariat through which all communication regarding the project will be channeled. This single point of contact will be defined at the time of contract initiation. All communication regarding the project will be in English.

The following tasks outline the structure of the assignment:

Project Start Up Meeting (Benchmark #1)

The Consultant shall attend a project start up meeting with the MRBB Project Work Group. The Consultant shall attend the meeting via virtual means (video or teleconference) at a mutually agreed date and time. At this meeting the project requirements and deliverables will be reviewed and any outstanding issues pertaining to the Consultant's proposal will be resolved. Prior to the meeting the Consultant will have reviewed the supporting documentation provided by the MRBB and will come to the meeting prepared with any questions they may have regarding that material, as well as a list of other information that they anticipate requiring for the study. The Consultant will be prepared to discuss which other transboundary organizations will be examined for comparison of governance, operations and resourcing approaches (step ii. of the study process). The Consultant will also come to the meeting with a draft list of interviewees (step iii. of the study process above) and a draft set of interview questions.

Participation at a MRBB Meeting (Benchmark #2)

The Consultant will meet with the MRBB. A regular semi-annual meeting of the MRBB is scheduled to be held in Yellowknife, NT on June 5-6, 2019. The next regular meeting of the MRBB is expected to be held in Edmonton, AB in late-November, 2019. The cost of any required travel or related expenses for the Consultant to attend this meeting must be included as a separate item in the bid price. This meeting will provide the Consultant the opportunity to observe the MRBB in the conduct of its business. The Consultant will provide a verbal report of the initial findings of the study for the purpose of discussion with the MRBB.

Submission of First Draft of Report (Benchmark #3)

Once a First Draft version of the Strategic and Operational Review Report is complete it shall be submitted to the MRBB for review. This version of the report will be contain draft options rather than recommendations. The First Draft Report shall be submitted in MS Word format to facilitate the insertion of review comments by the MRBB in Track Changes mode. The minimum review period allowed to the MRBB will be four weeks. Comments will be provided in writing to the Consultant as they become available. Following the MRBB review period the Consultant will take action to address the comments received in order to produce the Final Draft Report.



Submission of Final Draft of Report

A Final Draft Report shall be submitted for review by the MRBB in MS Word format to facilitate the insertion of review comments in Track Changes mode. The purpose of this submission is to allow the MRBB the opportunity to confirm that any issues and concerns previously raised have been addressed to their satisfaction. The MRBB will be allowed a period of four weeks in which to complete their review and provide any remaining feedback in writing.

Submission of Final Report (Benchmark #4)

Once any remaining issues have been resolved, the Consultant will issue the final version of the Strategic and Operational Review Report.

Deliverables:

All interim and final project deliverables must be submitted in English.

The final project deliverables will consist of the Study Report documenting the review process and detailing the options available for updating the duties, governance, operations and resourcing of the Mackenzie River Basin Board to assist it to adequately support the purpose and principles of the Master Agreement.

The submission of the final document will consist of electronic copies of the report in both MS Word and PDF formats. The Consultant will also submit one copy of all supporting documentation and files collected in the course of the assignment in electronic format.



ANNEX B

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work in accordance with the rates outlined in the Contractor's Proposal/Quote dated _____.

A. Professional Fees

Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract as follows:

Benchmark Deliverables	Anticipated Target Date for Review by Technical Authority – Dates are subjected to change	Payment Amount (professional fees \$)
1. Project Start Up Meeting	April/May 2019	
<p>2 Participation at MRBB Meetings</p> <p>A. Travel to Yellowknife</p> <p>Total Travel Expenses: \$ _____</p> <p>Travel and expenses that are the direct result of discharging the duties noted herein may be reimbursed at cost, with no allowance for mark up or profit. Original invoices or certified true copies must be submitted for reimbursement. All such expenses require the prior approval of the Departmental Representative.</p>	June 4-7, 2019 (or at a later date meeting depending on when contract awarded.	
3. Submission of First Draft of Report	Nov/Dec 2019	
4. Submission of Final Report	March 31, 2020	

Total Professional Fees and Travel Expenses = \$ _____

Payments will be based upon the Contractor's completion of Project Components as evidenced by the Technical Authority receiving the Deliverables and acceptance thereof by the Technical Authority. The Technical Authority will not be required to pay for partially completed Deliverables or for any additional work that may be required that the Contractor may not have budgeted for in its proposal. The Technical Authority shall not be committed to any other basis of payment by virtue of having requested or received information regarding the Contractor's method of determining its bid for the completion of the Project, including, without limitation, any information regarding estimates of time spent and hourly rates of the Contractor's employees, contractors and agents involved in the Project.

Travel costs will be reimbursed based on Government Treasury Board Travel: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp



ANNEX C

INTEGRITY REGIME

Bidder must complete the attached List of Names for Integrity Verification Form.

Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la [Politique d'inadmissibilité et de suspension](#) ainsi que le [Code de conduite pour l'approvisionnement](#). / Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and [Ineligibility and Suspension Policy](#) as well as the [Code of Conduct for Procurement](#).

Selon la [Politique d'inadmissibilité et de suspension](#) de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.¹ / In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.¹

* Informations obligatoires / Mandatory Information

*Dénomination complète de l'entreprise / Complete Legal Name of Company	
*Nom commercial / Operating Name	
*Adresse de l'entreprise / Company's address	*Type d'entreprise / Type of Ownership
	<input type="checkbox"/> Individuel / Individual <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Coentreprise / Joint Venture
*Membres du conseil d'administration² / Board of Directors² (Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)	
Prénom /	Nom /

1 Liste des noms : Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement:

- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d'une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d'entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n'ont pas à soumettre une liste de noms.

List of names: All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
 - suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
 - suppliers that are a partnership do not need to provide a list of names.
- 2** Conseil des gouverneurs / Board of Governors; Conseil de direction / Board of Managers; Conseil de régents / Board of Regents; Conseil de fiducie / Board of Trustees; Comité de réception / Board of Visitors



First name	Last Name	Position (si applicable) / Position (if applicable)



ANNEX D

FORMER PUBLIC SERVANT – COMPETITIVE BID FORM

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.



Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Name and Signature

Date