



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement  
Fisheries and Oceans Canada | Pêches et Océans Canada  
301 Bishop Drive | 301 promenade Bishop  
Fredericton, NB E3C 2M6

Email - courriel: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

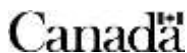
Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :



<b>Title – Sujet</b> Atlantic Salmon Enumeration Activities – Fishway Operation - Middle Brook and Terra Nova river		<b>Date</b> October 30, 2020
<b>Solicitation No. – N° de l'invitation</b> F5211-200024		
<b>Client Reference No. - No. de référence du client</b> F6088-200004		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 14:00 AST(Atlantic Standard Time)  <b>On / le :</b> Novembre 17, 2020		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Kimberly Walker <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation

### **1.2 Statement of Work**

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

### **1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



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## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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.

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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.

The [2003 \(2020-05-28\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

“Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFS), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert:   120   days

### **2.2 Submission of Bids**

Bids must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 10 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.



## 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force **in the province or territory where the goods and/or services are to be rendered.**

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.



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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

- Section I:**      **Technical Bid** (one soft copy in PDF format)
- Section II:**     **Financial Bid** (one soft copy in PDF format)
- Section III:**    **Certifications** (one soft copy in PDF format)

**The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.**

**For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.**

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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

#### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.



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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 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.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Please see Annex D for details

##### **4.1.1.2 Point Rated Technical Criteria**

Please see Annex D for details

#### **4.1.2 Financial Evaluation**

SACC *Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price (*Bid*)

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria;
2. Bids not meeting (a) and (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. 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.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).



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**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>	
<b>Overall Technical Score</b>	115/135	89/135	92/135	
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00	
<b>Calculations</b>	<b>Technical Merit Score</b>	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	<b>Pricing Score</b>	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
<b>Combined Rating</b>	83.84	75.56	80.89	
<b>Overall Rating</b>	1st	3rd	2nd	





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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.1.2 Federal Contractors Program for Employment Equity - Bid Certification**

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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

#### **5.1.3 Former Public Servant**

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, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension?

**YES ( ) NO ( )**

If so, the Offeror 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**YES ( ) NO ( )**

If so, the Offeror 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory



**5.1.4 Status and Availability of Resources**

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

**5.1.5 Experience and Education**

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

**5.1.6 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**5.1.7 Supplementary Contractor Information**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

\_\_\_\_\_



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**b)** The status of the contractor (individual, unincorporated business, corporation or partnership):

\_\_\_\_\_

**c)** For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

\_\_\_\_\_

**d)** For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

\_\_\_\_\_

**5.1.8 Electronic Payment Instruments**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- Direct Deposit (Domestic and International);

**5.1.9 The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory



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## **PART 6 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **6.1 Security Requirements**

6.1.1 There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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.

#### **6.3.1 General Conditions**

[2010C \(2020-05-28\)](#), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of Contract**

The period of the Contract is from April 1, 2021 through to March 31, 2022

#### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Kimberly Walker  
Title: Senior Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6  
E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.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.

**6.5.2 Project Authority**

The Project Authority for the Contract is: **(name to be provided at contract award)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority 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 Project Authority, however the Project 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.

**6.5.3 Contractor's Representative (name to be provided at contract award)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6.6 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.

**6.7 Payment**

**6.7.1 Basis of Payment**

**6.7.1.1** In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (*insert amount at contract award*) and Applicable Taxes are extra.

**6.7.1.2** All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied



or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

**6.7.1.3** Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

### **6.7.2 Limitation of Expenditure**

1. 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.
2. 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:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. 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.

### **6.7.3 Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- b. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- c. all such documents have been verified by Canada;
- d. the Work performed has been accepted by Canada.

### **6.7.4 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. VISA Acquisition Card;
- b. Direct Deposit (Domestic and International);

### **6.8 Invoicing Instructions**

**6.8.1** The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca)  
**AP Coder - (name to be provided at contract award)**



**6.8.2** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **6.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province or territory where the goods and/or services are to be rendered**.

### **6.11 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) the general conditions [2010C \(2020-05-28\), General Conditions - Services \(Medium Complexity\)](#);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Insurance Conditions;
- f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "*, as clarified on \_\_\_\_\_ *" or "*, as amended on \_\_\_\_\_ *" and insert date(s) of clarification(s) or amendment(s)*)

### **6.12 Procurement Ombudsman**

**6.12.1** The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

**6.12.2** The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [opo-boa@opo-boa.gc.ca](mailto:opo-boa@opo-boa.gc.ca). You can also obtain more information on OPO services available to you on their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

**6.12.3** For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

### **6.13 Insurance – Specific Requirements G1001C (2013-11-06)**

The Contractor must comply with the insurance requirements specified in Annex "C" . The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.





The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **6.14 Licensing**

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.



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## ANNEX “A” STATEMENT OF WORK

### **Title**

Atlantic Salmon enumeration activities – Fishway Operation

### **Contracting Period**

The period of the Contract is from April 1, 2021 through to March 31, 2022 with the option to renew the contract for four (4) additional one year periods at the sole discretion of Fisheries and Oceans Canada (DFO)

Option periods if exercised will be April 1, 2022 through to March 31, 2023 and April 1, 2023 through to March 31, 2024 and April 1, 2024 through to March 31, 2025 and April 1, 2025 through to March 31, 2026.

Project work will take place during the spring and summer of 2021 and each option year if exercised.

### **Objective**

Fisheries and Oceans Canada (DFO) has a requirement to conduct adult Atlantic Salmon enumeration activities (see Appendix A: location map). This will involve the operation of fishways as well as associated scientific sampling activities.

### **Background**

DFO is responsible for providing scientific advice regarding the status of Atlantic Salmon stocks within the Newfoundland and Labrador (NL) Region to aid in the management and conservation of these stocks. Currently, information on the status of Atlantic Salmon is collected through the use of monitoring facilities, such as counting fences and fishways on various rivers located throughout the region. This information is then used to infer the overall trends in abundance of Atlantic Salmon stocks within NL.

### **Requirements**

Depending on environmental conditions, these activities will occur from June through August on a daily basis. An operational schedule will be agreed upon at the start of the project between the contractor and the Scientific Authority. Contractors must be willing to provide services during various hours, if required.

DFO will make site visits during adult salmon enumeration activities and provide guidance and advice with respect to project operations. Contractor personnel should be familiar with project operations and be capable of completing all required operations and maintenance without DFO assistance.

### **Tasks**

1. Assist DFO with the installation of a counting trap in each fishway and portable counting fence, if required.
2. If required, use stop logs to control water discharge through fishway. Correct discharge is to be determined by the rate of fish movement through the facility.
3. Assist DFO with the installation and operation of video fish counting systems, if applicable. Notify the Scientific Authority immediately if problems occur.
4. Where applicable, two contractor personnel must review all digitally recorded fish movements (tapes or computer files) for enumeration purposes.
5. Check fishway and any associated counting fence daily for gaps where fish may pass through and remove any accumulated debris. Major gaps or issues should be reported immediately to Scientific Authority.
6. Check counting traps on an hourly basis during each shift. Identify all fish as to species and for Atlantic Salmon distinguish by size whether they are small (<63 cm) or large (≥63 cm). Record the total number of fish per species per check on appropriate forms and then record a daily total for each species.



7. Record water level and water temperatures at fishway site at 0800, 1600, and 2000 hours or as required each day.
8. Check forecast for high rain events and possible flooding conditions.
9. During flood conditions, maintain close vigilance to ensure that no injury occurs to fish in the trap and prevent (or at least reduce) possible damage to the facility itself.
10. Safety of individuals is the first priority, but every effort should be made to prevent mortality of fish.
  - a. If possible, alert Scientific Authority of the potential problem and seek direction.
  - b. Release fish without enumeration if large numbers of injuries or mortalities appear imminent. An estimate of the number of fish released in this manner should be provided.
11. Obtain biological characteristic data (lengths, scale samples, fin clips) on Atlantic Salmon entering the fishway as specified by the Scientific Authority. DFO will brief contract staff in these procedures and provide detailed instructions. These instructions will include, but not be limited to, the following:
  - a. Measure the length of the fish in centimeters (cm) to one decimal place (e.g., 50.4 cm). It is the distance from the tip of the snout to the fork in the tail (i.e., fork length). A proper measuring board will be provided by DFO.
  - b. Collect scale samples from an area above the lateral line, just back of the dorsal fin preferably on the left hand side of the fish. Using a clean knife remove the mucus from the sample area by rubbing the knife in a head-to-tail direction. Clean the mucus from the knife and remove scales from the fish by scraping the knife in a tail-to-head direction. Try to remove approximately 20-25 scales and place them between paper before storing the sample in the envelope provided. Ensure scale envelope is labelled with all pertinent information.
  - c. Collect fin clips (1 cm x 2 cm) from the adipose fin, and quickly place in a vial containing 95% ethanol. Tissue in vial should not exceed 25% of volume and each vial should be labeled with an identification number (ID). Since, the salmon may also be sampled for scales, use the same specimen number on the vial as on the scale envelope for that salmon. Record the location, date, and ID on the log sheet provided. If samples are being stored, ethanol will need to be replaced after 2 weeks.
  - d. Optimal time for collecting biological characteristics data is early morning or late evening when water temperatures are < 18°C. Also avoid sampling under low water conditions.
  - e. Sample fish in the trap, if possible and minimize the amount of time fish spend out of water to reduce stress and prevent injury. Never handle a fish with dry hands. Darkened conditions (i.e., simply holding an outstretched hand slightly over a fish's eyes) tend to alleviate stress and subdue certain species.
12. Record any incidents of severe water quality (turbidity, colour, etc.) and report to the Scientific Authority.
13. Record any incidents of poaching, including fish loss and mortality and report to the Scientific Authority and the local Fisheries Officer.
14. Record any incidents of vandalism and report to the Scientific Authority, and if warranted, to the local RCMP detachment.
15. Note and record the incidence of Atlantic Salmon with net marks. Indicate the number of fish checked each day and the number with net marks (small and large).
16. Note and record the number of injured or diseased fish. Notify the Scientific Authority immediately if this number exceeds 5% of any daily count.



17. Note and record all fish tags. Record the tag type, colour and all information printed on the tag. This procedure must be conducted with care to avoid injuring the fish.
18. Maintain a daily log including all information requested above as well as any information pertaining to fishway operations. This should be done in addition to the completing the required data forms. This log must be submitted to the Scientific Authority at the end of the field season.
19. Maintain cabins, storage areas, and surrounding grounds in a respectable condition. No garbage is to be left around work sites at any time and all garbage is to be removed from the sites at least twice a week.
20. Contractor may also be required to interview recreational anglers within the watershed regarding their fishing activities and catch information. This may involve collecting biological data on numbers of salmon caught, lengths, weights, sex, maturity, scale samples, fin clips, etc.
21. Contract personnel must be willing to be trained and perform other field related scientific duties, such as fish tagging and/or electrofishing.
22. Inform public of general fishway operations (this would be in the form of answering questions from the general public as they come across the operations).

#### **Deliverable and Acceptance Criteria**

Bi-weekly progress reports, data logs and completed data forms will be mailed or hand delivered to the following Scientific Authority: **to be provided upon contract award**

The data collected will be in accordance with that specified on the data collection forms supplied. Each Monday morning staff must call DFO St. John's at (709) 772-4553 and provide daily counts of small and large salmon for the previous week (Monday-Sunday). This is extremely important as these numbers are used to compile a comparative report that is posted to DFO's web site each Tuesday for public viewing.

#### **Constraints**

1. Contractor personnel must be physically fit to perform laborious duties often under adverse weather and water level conditions.
2. Contractor is responsible for ensuring all contractor personnel have their own chest waders, hip waders, rain gear, warm clothing, life jackets, etc.
3. While working on fishway sites all contractor personnel are to wear approved lifejackets on structures in and around the water.
4. Contractor personnel are to exercise due diligence and caution when working around fishway structures and the premises in general, particularly during periods of high water.
5. Only contractor personnel or DFO are permitted to stay at DFO facilities overnight.
6. Contractor personnel working at fishway sites who wish to stay in the accommodations overnight are required to provide their own meals.
7. Contractor personnel will be responsible for providing their own vehicle transportation to and from work sites. Contractor personnel who are using boats must possess valid permits and or licenses to do so.
8. The Contractor must comply with all safety standards prescribed by law and also the safety and health program requirements and specifications of DFO.



9. The Contractor is responsible for Workers Compensation and a Letter of Good Standing, which must be forwarded to the Contract Authority either by facsimile or by mail within two weeks of acceptance of this Contract.

### **Support Provided by Canada**

Contract personnel may use DFO facilities and equipment.

Only fishway and counting fence construction materials, video fish counting systems and scientific equipment will be supplied to the contractor.

Equipment for transport by boat, where applicable will be provided by DFO.

### **Timeframe, Level of Effort and Delivery Dates**

#### **Middle Brook** (Contract F5211-200024)

Contractor is to provide one supervisor and one assistant during overlapping periods for a maximum of 880 hours. The requirement will be for an average of approximately 40 hours per week based on a 7 day workweek which may vary as determined by the Project Authority. Specific hours of work will be determined by the Project Authority after contract award.

1. One supervisor for a period up to 14 weeks, 7 days per week for a total of 560 hours.
2. One assistant for a period up to 8 weeks, 7 days per week for a total of 320 hours.

#### **Terra Nova River** (Contract F5211-200024)

Contractor is to provide one supervisor and one assistant during overlapping periods for a maximum of 880 hours. The requirement will be for an average of approximately 40 hours per week based on a 7 day workweek which may vary as determined by the project authority. Specific hours of work will be determined by the project authority after contract award.

1. One supervisor for a period up to 14 weeks, 7 days per week for a total of 560 hours.
2. One assistant for a period up to 8 weeks, 7 days per week for a total of 320 hours.

Bi-weekly progress reports, data logs and completed data forms will be mailed or hand delivered to the following Scientific Authority: **to be provided upon contract award**

### **Change Management Procedures**

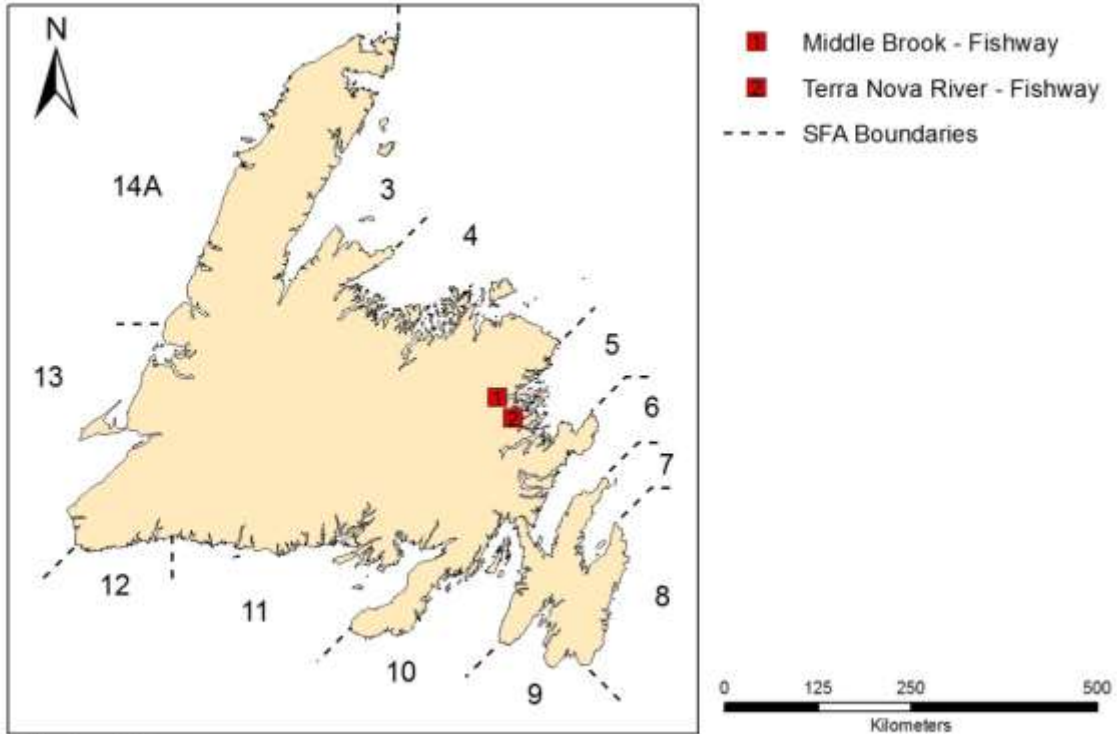
The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however 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.



### Appendix A

#### Middle Brook and Terra Nova River (Contract F5211-200024)

Location of Counting Facilities on  
Middle Brook and Terra Nova River in Insular Newfoundland



Fisheries and Oceans



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## ANNEX “B” BASIS OF PAYMENT

For the provision of all professional services, including all associated costs necessary to carry out the required work excluding taxes, please provide price per hour for the following.

**Initial Contract Year - from April 1, 2021 through to March 31, 2022**



**Middle Brook** (Contract F5211-200024)

Resources	All inclusive Hourly rate 2021*	Total hours required**	Total bid price (excluding taxes)
One Supervisor		560	
One Assistant		320	
<b>1<sup>st</sup> Option Period - from April 1, 2022 through to March 31, 2023</b>			
Resources	All inclusive Hourly rate 2022*	Total hours required**	Total bid price (excluding taxes)
One Supervisor		560	
One Assistant		320	
<b>2<sup>nd</sup> Option Period - from April 1, 2023 through to March 31, 2024</b>			
Resources	All inclusive Hourly rate 2023*	Total hours required**	Total bid price (excluding taxes)
One Supervisor		560	
One Assistant		320	
<b>3<sup>rd</sup> Option Period – from April 1, 2024 through to March 31, 2025</b>			
Resources	All inclusive Hourly rate 2024*	Total hours required	Total bid price (excluding taxes)
One Supervisor		560	
One Assistant		320	
<b>4<sup>th</sup> Option Period – from April 1, 2025 through to March 31, 2026</b>			
Resources	All inclusive Hourly rate 2025*	Total hours required	Total bid price (excluding taxes)
One Supervisor		560	
One Assistant		320	





**Terra Nova River** (Contract F5211-200024)

Resources	All inclusive Hourly rate 2021*	Total hours required**	Total bid price (excluding taxes)
One Supervisor		560	
One Assistants		320	
<b>1<sup>st</sup> Option Period - from April 1, 2022 through to March 31, 2023</b>			
Resources	All inclusive Hourly rate 2022*	Total hours required**	Total bid price (excluding taxes)
One Supervisor		560	
One Assistants		320	
<b>2<sup>nd</sup> Option Period - from April 1, 2023 through to March 31, 2024</b>			
Resources	All inclusive Hourly rate 2023*	Total hours required**	Total bid price (excluding taxes)
One Supervisor		560	
One Assistants		320	
<b>3<sup>rd</sup> Option Period – from April 1, 2024 through to March 31, 2025</b>			
Resources	All inclusive Hourly rate 2024*	Total hours required	Total bid price (excluding taxes)
One Supervisor		560	
One Assistants		320	
<b>4<sup>th</sup> Option Period – from April 1, 2025 through to March 31, 2026</b>			
Resources	All inclusive Hourly rate 2025*	Total hours required	Total bid price (excluding taxes)
One Supervisor		560	
One Assistants		320	

Total bid price for **Middle Brook and Terra Nova River** - \_\_\_\_\_



1<sup>st</sup> Option Period - from April 1, 2022 through to March 31, 2023

2<sup>nd</sup> Option Period - from April 1, 2023 through to March 31, 2024

3<sup>rd</sup> Option Period – from April 1, 2024 through to March 31, 2025

4<sup>th</sup> Option Period – from April 1, 2025 through to March 31, 2026

Total Bid price (Initial Contract Year 2021 + 1<sup>st</sup> Option Year 2022 + 2<sup>nd</sup> Option Year 2023 + 3<sup>rd</sup> Option Year 2024 and 4<sup>th</sup> Option Year) \$\_\_\_\_\_

Total bid price for each year (last columns) is calculated as follows: Hourly rate X Total hours required.

\*All inclusive hourly rates include wages, mandatory employment-related costs (MERC), administrative costs, travel-related costs, field clothing, safety devices, flotation devices, etc.

\*\*Total hours required will be determined by the project authority up to a maximum of the hours as stated. Only hours actually worked will be paid under the contract.

Requirement will be for an average of approximately 40 hours per week based on a 7 day workweek which may vary as determined by the project authority. Specific hours of work will be determined by the project authority after contract award.



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## ANNEX "C" INSURANCE CONDITIONS

The Contractor shall, at the Contractor's own expense, provide and maintain insurance as indicated hereunder:

### 1. Definitions

1.1. "Contract" means "Purchase Order".

1.2. "Buyer" means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

### 2. Indemnification

The issuance coverage required by the provisions of these Insurance Conditions shall in no way limit the Contractor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfill obligations under the indemnity section shall be at the Contractor's own discretion and expense.

### 3. Period of Insurance

The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

### 4. Proof of Insurance

Within fourteen (14) days after acceptance of the Contractor's tender, the Contractor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the requirements of these Insurance Conditions.

### 5. Notification

Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

### 6. Insured

Each insurance policy shall insure the Contractor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

### 7. Payment of deductible

The amount of the deductible, if any, shall be borne by the Contractor.

### 8. Public Liability and Property Damage Insurance

8.1. The Contractor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injury and loss or damage to the property so as to fully cover the Contractor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

**The Minimum Acceptable Amount is \$1,000,000.00.**



8.2. The policy shall be issued with a deductible amount of not more than \$500.00 per occurrence applying to property damage claims only.

9. Third party liability for vehicles and equipment owned, leased, used or operated by the Contractor

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Contractor.

**Minimum acceptable amount is \$1,000,000.00.**

10. Tenants Legal Liability Insurance (where applicable)

The Contractor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Contractor's care, custody and control in a **minimum amount of \$500,000.00.**



**ANNEX “D” EVALUATION CRITERIA – ALL AREAS**

**PROPOSALS:**

The proposal must demonstrate that similar services to those described in the Statement of Work have been provided.

**MANDATORY REQUIREMENTS:**

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met. Simply stating you meet the criteria does not constitute proof. For each experience/project cited include: month/year start, month/year end, a brief description of work performed, name of organization work provided to.

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
<b>M1</b>	The bidder <b>must</b> demonstrate that they have a minimum of 5 years' experience in managing environmental or wildlife projects involving contract workers including employees and/or sub-contractors.		

No.	Rated Criteria	Scoring
<b>R1</b>	Experience with fish enumeration operations.  Years of Experience (10 points max)	Years of experience: <ul style="list-style-type: none"> <li>• 8 or more years - <b>10 points</b></li> <li>• 5–7 years - <b>7 points</b></li> <li>• 3-4 years – <b>5 points</b></li> <li>• 1-2 years - <b>3 points</b></li> <li>• less than 1 year - <b>0 points</b></li> </ul>
<b>R2</b>	Experience with collection of physical and biological data, including recording data on standardized forms and ensuring QA/QC of the data.  Years of Experience (10 points max)	Years of experience: <ul style="list-style-type: none"> <li>• 10 or more years - <b>10 points</b></li> <li>• 8-9 years - <b>7 points</b></li> <li>• 6-7 years - <b>4 points</b></li> <li>• Less than 6 years - <b>0 points</b></li> </ul>
<b>R3</b>	Experience with identification and handling of Salmonids (Salmon, trout and charr).  Years of Experience (10 points max)	Years of experience: <ul style="list-style-type: none"> <li>• 8 or more years - <b>10 points</b></li> <li>• 3–7 years - <b>7 points</b></li> <li>• 1-2 - <b>3 points</b></li> <li>• less than 1 year - <b>0 points</b></li> </ul>

**Total points (R1, R2, & R3): 30 points maximum**