Fisheries and Oceans Canada Canada RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:	Title – Sujet Fishery Consultation Note-taker Management Advisory and Cons Process	
Bid Receiving/Réception des sousmissions	Solicitation No. – Nº de l'invita 30001034	tion
Procurement Hub Centre d'approvisionnement Fisheries and Oceans Canada Pêches et Océans Canada 301 Bishop Drive 301 promenade Bishop Fredericton, NB E3C 2M6	Client Reference No No. de 1 30001034	éférence du client
Email - courriel: <u>DFOtenders-soumissionsMPO@dfo-</u> mpo.gc.ca	Solicitation Closes – L'invitati At /à : 14 :00 AST AST (Atlantic l'Atlantique)	on prend fin c Standard Time) / HNA (Heure Normale de
REQUEST FOR STANDING OFFER	On / le : January 5, 2022	
DEMANDE D'OFFRES À COMMANDES (DOC) Proposal to: Fisheries and Oceans Canada	F.O.B. – F.A.BGST – TPSDestinationSee hereininclus	– Voir ci- Duty – Droits See herein — Voir ci-inclus
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	Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus	
herein and on any attached sheets at the price(s) set out therefor.	Instructions See herein — Voir ci-inclus	
Proposition aux : Pêches et Océans Canada	Address Inquiries to – Adresser toute demande de renseignements à Kim Walker	
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	Email – courriel: DFOtenders-soumissionsMPO@	dfo-mpo.gc.ca
appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci- annexée, au(x) prix indiqué(s).	Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée
Comments: - Commentaries :	Vendor Name, Address and Re et représentant du fournisseu	epresentative – Nom du vendeur, adresse /de l'entrepreneur:
	Telephone No. – No. de téléph	one Facsimile No. – No. de télécopieur
		prized to sign on behalf of Vendor (type prsonne autorisée à signer au nom du caractères d'imprimerie)
	Signature	Date
	L	

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

The purpose of this requirement is to award one (1) Standing Offer to provide one (1) Note-taker For Fisheries Management Advisory and Consultation Process to the Department of Fisheries and Oceans (DFO) **Pacific** Region.

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the <u>Contract Security Program</u> of Public Works and Government Services Can*ada* (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.4 Debriefings

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Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.5 COVID-19 Vaccination Requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The <u>2006 (2020-05-28)</u> Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

2.2 Submission of Offers

Offers must be submitted only to Fisheries and Oceans (DFO) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DFO will not be accepted.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

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Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 soft copy); Section II: Financial Offer (1 soft copy); Section III: Certifications (1 soft copy);

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.

Emails with links to bid documents will not be accepted.

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

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy, the wording of the electronic copy will have priority over the wording of the other copies.

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Part "5" Electronic Payment Instruments, to identify which ones are accepted.

If Part "5" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

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Section III: Certifications Offerors 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) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex D for details

4.1.1.2 Point Rated Technical Criteria

Refer to Annex D for details

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price - Offer

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating 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; and
 - (c) obtain the required minimum of 45 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 90 points.

- 2. Bids not meeting (a), (b) or (c) 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 70% for the technical merit and 30% 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 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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 70/30 ratio of technical merit and price, respectively. The total available points equal 70 and the lowest evaluated price is \$45,000.

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Techn	ical Score	115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.3 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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 <u>Employment and Social</u> <u>Development Canada-Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.1.4 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 <u>Financial Administration</u> <u>Act</u> 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u> <u>Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament</u> <u>Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, 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, Offeror's 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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

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?

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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.

5.1.5 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.

5.1.6 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.

5.1.7 Contractor's Representative

The Contractor's Representative for the Contract is:

Name:	 	
Title:	 	
Organization:		
Address:	 	
Telephone:		
Facsimile:		

E-mail:

5.1.8 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:

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:

5.1.9 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I,	_ (first and last name),	
as the representative of	(name of business)	
pursuant to	(insert solicitation number),	
warrant and certify that all personnel that	(name of	
business) will provide on the resulting Contract who access federal government workplaces where they		
may come into contact with public servants will	be:	

(a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or

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(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by ______ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the ______ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

5.1.10 Electronic Payment Instruments

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

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

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

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

It is a condition that, prior to performance of any obligation under any contract resulting from this RFSO, the Contractor and sub-contractors and their employees assigned to the performance of such contract will be security cleared by the federal government at the reliability level.

6.2 Insurance Requirements – No Specific Requirements

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 7.1 Offer
- 7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

<u>2005</u> (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from April 1, 2022 to March 31, 2027 inclusive.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Kimberly Walker Title: Senior Contracting Officer Fisheries and Oceans Canada Procurement Hub - Fredericton Address: 301 Bishop Drive, Fredericton, NB E3C 2M6 E-mail address: <u>DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</u>

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority for the Standing Offer is: (to be provided on standing offer award)

Solicitation No N° de l'invitation
XXXXX-XXXXXX/X
Client Ref. No N° de réf. du client
XXXXX-XXXXXX

E-mail address:

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur XXXXX CCC No./N° CCC - FMS No./N° VME

File No N° du dossier
xxxxx.XXXXXX-XXXXXX

Name: Title:		
Organization: _ Address:		
Telephone: Facsimile:	 	

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative (to be provided on standing offer award)

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

7.6 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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Fisheries and Oceans Canada.

7.8 Call-up Procedures

Where only one standing offer will be authorized for use as the result of a competitive RFSO, the resulting call-ups are considered competitive and the competitive call-up authorities can be used.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

- 1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
- 2. Any of the following forms could be used which are available through <u>PWGSC Forms Catalogue</u> website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer

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• PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery

or

- 3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$300,000.00** (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized. The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 6 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 **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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions Standing Offers Goods or Services
- d) the general conditions <u>2010B</u> (2020-05-28), General Conditions Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated ______ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable).

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing

additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

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B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must provide the items detailed in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of <u>2010B</u> (2020-05-28), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

The period for making call-ups and providing services against the Standing Offer is from April 1, 2022 to March 31, 2027 inclusive.

7.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7.4 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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of payment

The Contractor will be paid firm unit prices stipulated in the call-up, calculated in accordance with the Basis of Payment detailed in Annex "B".

Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified 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". Canada will not pay the Contractor any incidental expense allowance for authorized travel. https://www.njc-cnm.gc.ca/directive/d10/en

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated Cost: (to be stipulated in each call-up)

7.5.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ ______ to be provided at standing offer award). Customs duties are included 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% committed, or
 - b. four 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.

7.5.3 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:

- a. 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;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.5.4 Electronic Payment of Invoices – Call-up

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

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

7.6 Invoicing Instructions

- 1. 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.
- 2. Each invoice must be supported by a copy of any documents as specified in the Contract.
- 3. Invoices must be distributed as follows:

The original copy must be forwarded to <u>DFO.invoicing-facturation.MPO@DFO-</u> MPO.gc.ca for certification and payment.

AP Coder - (name to be provided at contract award)

7.7 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirements

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ANNEX "A" STATEMENT OF WORK

- 1.0 Scope
- 1.1 Title

Fishery Consultation Note-taker For Fisheries Management Advisory and Consultation Process

1.2 Introduction

Fisheries and Oceans Canada (DFO) has a broad mandate, with the authority to regulate and enforce activities, develop policy, provide services, and manage programs. To help ensure that the Department's policies and programs are aligned with its vision and effectively address the interests and preferences of Canadians, DFO supports consultations that are transparent, accessible, and accountable.

1.3 Objectives of the Requirement

The objective is to obtain the services of a professional fishery consultation note-taker to assist with the current fisheries management advisory and consultation process.

1.4 Background, Assumptions and Specific Scope of the Requirement

Fishery advisory committees were established by DFO Pacific Region to provide formal advice and make recommendations to DFO. They are the primary contact for DFO for international and cross-sectoral communication and advice and provide advice to the Department on operational decisions related to fisheries management in the Pacific Region.

These consultations improve departmental decision-making processes, promote understanding of fisheries and strengthen relationships. Additional information on the various advisory processes is available at: <u>http://www.pac.dfo-mpo.gc.ca/consultation/index-eng.html</u>

2.0 Requirements

The fishery consultation note-taker is required to have a minimum of 24 months or 720 days of experience in consultation note-taking within the past 4 years.

2.1 Tasks and Deliverables

The fishery consultation note-taker is required to attend meetings and some associated breakout sessions. The fishery consultation note-taker will take a detailed record of all presentations and feedback, participant comments and decisions, capture the main points of the discussions and synthesize these in a final report for each meeting - which include a summary of the action items, consensus decisions, and attendance lists.

This work will require:

 Fishery consultation note-taking of up to thirty (30) in-person or virtual meetings, some of which may be full-day and/or multi-day.

Notes:

• Meetings are generally held in person in the Province of British Columbia. Meetings migrated to virtual to accommodate COVID-19 restrictions.

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• Meetings are generally scheduled in advance (about two weeks or more) to allow participants adequate time for preparation. However, under exceptional circumstances, meetings may be called with shorter-notice.

2.2 Reporting Requirements

Minutes, in draft form, must be provided to the Project Manager (PM) within 7 days after the completion of each meeting, for comments, clarifications or revisions, and approval. Final approved Minutes are to be provided within 15 days of the date of the meeting,

2.3 Ownership of Intellectual Property

The Department of Fisheries and Oceans has determined that any intellectual property rights arising from the performance of the Work under the Contract will belong to Canada, as it consists of copyright, which does not correspond to computer software or to any documentation pertaining to that software.

2.4 DFO Support

DFO will be responsible for the following in support of the standing offer and any resulting contract:

- Provide comments on draft minutes within five (5) working days of receiving them from the contractor;
- PM is responsible to ensure the contractor receives all relevant files to ensure they have the history of group proceedings; and

2.5 Contractor's Obligations

The contractor will be responsible for the following:

- Recording minutes of meetings;
- Submit electronic meeting minutes, in draft form, as a Word document to the PM within 7 days after the completion of each meeting, for comments, clarifications or revisions and approval.
- Final approved minutes are to be provided within 15 days of the date of the meeting;

2.6 Location of Work, Work site and Delivery Point

The Contractor will be required to maintain his/her own work space and suitable equipment required to carry out the duties as described.

Meetings will be held in the Province of British Columbia. The draft/finalized minutes from meetings are to be forwarded to the PM for review and approval.

2.7 Language of Work

The language of work shall be English.

3.0 Project Schedule

3.1 Expected Start and Completion Dates

The services of the Contractor will be required on an "as and when basis", as specified above, for the period commencing on April 1, 2022 up to and including March 31, 2027.

3.2 Schedule and Estimated Level of Effort

For the purpose of any contract that may be awarded, it is estimated the Fishery Consultation Note-taker includes, but is not limited to:

• Up to thirty (30) in-person or virtual meetings each year.

3.3 Travel

For the purpose of note taking, the note taker shall be allowed to travel for meetings within and outside Metro Vancouver area. DFO will cover the costs of travel associated with such meetings, outside Metro Vancouver only, as per the Treasury Board Directives on travel for non-public servants. Travel costs might include, but are not limited to, commercial or non-commercial air fare, cabs, meals, mileage etc. The Project Managers shall ensure that the costs of travel are efficient and justify the physical presence of the note taker.

Extract of Treasury Board Directive

per- https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32553§ion=html

When a contract sets out travel requirements and states that the contractor will be reimbursed for travel costs, any travel by the contractor must be explicitly approved. If it is determined that the contractor will need to travel after the contract is signed, a subsequent travel approval is required.

ANNEX "B" BASIS OF PAYMENT

FISHERY CONSULTATION NOTE-TAKER FOR FISHERIES MANAGEMENT ADVISORY AND CONSULTATION PROCESS

For the provision of all professional services, including all associated costs necessary to carry out the required work on an "**as and when required**" basis:

1	1 Initial Standing Offer Period: April 1, 2022 to March 31, 2023		
NAN	NAME: Hourly Rate		
	\$		

The Contractor agrees that, during the extended period of the Contract, they will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

2	2 Standing Offer Period 2: April 1, 2023 to March 31, 2024	
NAM	NAME: Hourly Rate	
		\$

3	3 Standing Offer Period 3: April 1, 2024 to March 31, 2025			
NAM	E:	Hourly Rate		
		\$		

4	4 Standing Offer Period 4: April 1, 2025 to March 31, 2026		
NAM	E:	Hourly Rate	
		\$	

5	5 Standing Offer Period 5: April 1, 2026 to March 31, 2027		
NAM	1E:	Hourly Rate	
		\$	

FOR FINANCIAL EVALUATION PURPOSES ONLY				
Hourly Rates From above Tables:	Total Combined Hourly Rate (Excluding applicable taxes)			
(1) \$ (2) \$ (3) \$ (4) \$ (5) \$	\$			

ANNEX "C" to PART 5 OF THE REQUEST FOR STANDING OFFERS

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and</u> <u>Social Development Canada (ESDC) – Labour's</u> website.

Date:_____(YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Offeror certifies having no work force in Canada.
- () A2. The Offeror certifies being a public sector employer.
- () A3. The Offeror certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u>.
- () A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent fulltime and/or permanent part-time employees.
- A5. The Offeror has a combined workforce in Canada of 100 or more employees; and
 - () A5.1 The Offeror certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.
- OR
- () A5.2. The Offeror certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
- B. Check only one of the following:
- () B1. The Offeror is not a Joint Venture.

OR

() B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX "D" EVALUATION CRITERIA

Fishery Consultation Note-taker for Fisheries Management Advisory and Consultation Process

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 should 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.

Proposals submitted for this requirement **must clearly demonstrate** that the Bidder meets all of the Mandatory Criteria. Failure to demonstrate this will result in the Proposal being deemed NON-COMPLIANT and given no further consideration.

For the Bidder's examples and for each of the proposed resources, experience is to be used to demonstrate compliancy and should include the following information:

- The name of the client organization;
- The dates/duration of the project (including the years/ months of engagement and the start and end dates of the work);
- A brief description of the project type and scope of the services, and the results/outcomes of the work undertaken by the proposed resources;

No.	Mandatory Criteria	Meets Criteria (√)	Proposal Page No.
M1	For each proposed team member the Bidder <u>must</u> include, within the proposal, a resume that describes their experience as detailed in the Statement of Work. The resume must be up to date and shall be submitted as an Appendix. (See Annex E)		
M2	Minimum 2 consecutive years of note taking experience in the past 4 years		
М3	Minimum 6 months or 180 days note taking experience with the Government of Canada in the past 4 years		
M4	Provide 3 (three) trade references		

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RATED REQUIREMENTS

Proposals meeting **ALL** Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

For all experience cited, the following information must be identified in the proposed resources' resumes:

- i) The name of the client organization to whom the services were provided;
- ii) A brief description of the type and scope of the services that meets the identified criteria provided by the resource;
- iii) The dates and duration of the work (including the years/ months of engagement and the start and end dates of the work).

#	Evaluation Criteria	Maximum Score	Rated Score	Cross- Reference to Proposal
R1	The Bidders' proposed resource should demonstrate, using project descriptions, a minimum of 24 months or 720 days of experience in consultation note-taking within the past 4 years. Evaluation Grid for R1): 24-35 months = 5 points 36-59 months = 10 points +60 months = 15 points	15		
R2	 The Bidders' proposed resource should demonstrate knowledge regarding Pacific Fisheries using examples of a minimum of two (2) previous project descriptions that have occurred within the last four (4) years. Bidders should include the following information: the project name the client organization the project dates and duration a brief project description project authority contact details Evaluation Grid for R2): 3 points will be assigned for each bullet to a maximum of 15 points for each project. 	30		
R3	The Bidders' proposed resource should describe the process and steps that the contractor will use to carry out the work involved using examples of a minimum of two (2) previous project descriptions that have occurred within the last four (4) years. Bidders' projects should include evidence of: • Planning • Detail • Original and innovative ideas (i.e. problem solving)	30		

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	Evaluation Grid for R3): 5 points will be assigned for each bullet to a maximum of 15 points for each project.			
R4	The Bidders proposed resource should demonstrate, using past project examples, experience on projects with fishery management advisory processes. Evaluation Grid for R4): No experience = 0 points Experience with Private Sector = 5 points Experience with Federal Government = 10 points	10		
	Total	90		
Bids MUST receive a minimum pass mark of 45 points on the above 4 rated categories in order to be considered technically responsive.				

BASIS FOR SELECTION

The compliant bidder with the highest combined rated criteria points (70%) and price points (30%) shall be selected as the bidder providing the best value.

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ANNEX "E" LANGUAGE LEGEND

Legend	Oral	Comprehension	Written
Basic	 A person speaking at this level can: ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations. 	 A person reading at this level can: fully understand very simple texts; grasp the main idea of texts about familiar topics; and read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	 A person writing at this level can: write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	 A person speaking at this level can: sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; and provide factual descriptions and explanations. 	 A person reading at this level can: grasp the main idea of most work-related texts; identify specific details; and distinguish main from subsidiary ideas. 	 A person writing at this level can: deal with explicit information on work- related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	 A person speaking at this level can: support opinions; and understand and express hypothetical and conditional ideas 	 A person reading at this level can: understand most complex details, inferences and fine points of meaning; and have a good comprehension of specialized or less familiar material. 	 A person writing at this level can: write texts where ideas are developed and presented in a coherent manner.

Signature

Date