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

Email / Courriel:

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 à : 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).

Title / Titre	Date
Arctic Region Staying Connected Initiative –Coordinator	31 May, 2022

Solicitation No. / Nº de l'invitation 30000955A

Client Reference No. / No. de référence du client(e) 30000955A

Solicitation Closes / L'invitation prend fin

At /à: 14h00 ADT
On / le: 16 June, 2022

F.O.B. / F.A.B.	Taxes	Duty / Droits
Destination	See herein — Voir	See herein — Voir ci-inclus
	ci-inclus	

Destination of Goods and Services / Destinations des biens et services

See herein — Voir ci-inclus

Instructions

See herein — Voir ci-inclus

Address Inquiries to : / Adresser toute demande de renseignements à :

Cal LaKing - Contracting Specialist

Email / Courriel:

DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée
---	---------------------------------------

Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur

Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur

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)

ı		
	Signature	Date

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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 Article 6.2 of the resulting contract clauses.

1.3 Comprehensive Land Claims Agreements

This procurement is subject to the following Comprehensive Land Claims Agreements:

- Nunavut Land Claim Agreement
- Inuvialuit Land Claim Agreement
- Gwich'in Land Claim Agreement
- Tlicho Land Claim Agreement

1.4 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.

1.5 Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number 30000955 dated May 9th, 2022 with a closing of May 24th, 2022 at 14h00 ADT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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.

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-andquidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

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 (RFSA), 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: 90 days

2.2 Submission of Bids

Bids must be submitted 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 seven (7) 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 Nunavut.

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.

2.5 Basis for Canada's Ownership of Intellectual Property

Fisheries and Oceans has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the <u>Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts</u>: delivery of a report for internal DFO use.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit <u>all</u> its **email** bid in separately saved sections as follows and <u>prior to the bid closing date, time and location</u>:

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

Important Note:

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 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. Emails with links to bid documents will not be accepted.

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). 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
- 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 in Annex "B"

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3.1.3 **SACC Manual Clauses**

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 **Evaluation Procedures**

- Bids will be assessed in accordance with the entire requirement of the bid solicitation (a) 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

Refer to annex "C"

4.1.1.2 Point Rated Technical Criteria

Refer to annex C"

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

4.2 **Basis of Selection**

4.2.1 Highest Combined Rating of Technical Merit and Price - A0027T (2012-07-16)

- 1. To be declared responsive, a bid must:
 - comply with all the requirements of the bid solicitation; and
 - meet all mandatory criteria; and b)
 - obtain the required minimum of 50 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **70 points**.
- 2. Bids not meeting (a) or (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.
- To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 70%.
- To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 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.

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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 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)					
		Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score		115/135	89/135	92/135	
Bid Evaluated	id 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 Ra	ating	84.18	73.15	77.70	
Overall Rating		1st	3rd	2nd	

PART 5 - CERTIFICATIONS

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 <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.

5.1.1.1 Status and Availability of Resources Required with Bid Submission

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

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

5.1.1.2 Education and Experience Required with Bid Submission

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.1.1.3 Contractor's Representative Required with Bid Submission

The	Contractor's Representative for the Contract is:
Nam Title: Addr	
	phone: simile:ail:
5.1.1	1.4 Supplementary Contractor Information Required with Bid Submission
and	suant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments agencies under applicable services contracts (including contracts involving a mix of ds and services) must be reported on a T4-A supplementary slip.
Cont	enable the Department of Fisheries and Oceans to comply with this requirement, the tractor hereby agrees to provide the following information which it certifies to be ect, 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:

5.1.1.5 Electronic Payment Instruments

The Bi	idder	accepts any of the following Electronic Payment Instrument(s):
()	Visa Acquisition Card;
()	Direct Deposit (Domestic and International);

5.1.1.6 Former Public Servant Required with Bid Submission

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

- a. an individual;
- an individual who has incorporated;
- c. a partnership made of former public servants; or
- 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 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 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 Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above o	detinitions is	sthe	Bidder a	FPS in	receipt of a	nension?

Yes () No ()

Canada

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

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

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

Signature	
o ignataro	
Print Name of Signatory	
Thin Name of Signatory	

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 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 Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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.

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	
o.g.na.taro	
Birth was (Circula)	
Print Name of Signatory	

Solicitation No. - Nº de l'invitation : 30000955A

ATTACHMENT 2 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to Information Bulletin: Required information to submit a bid or offer for additional details.

List of names for integrity verification form

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

There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

As this contract 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 contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

All clauses and conditions identified in the Contract 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.

6.3.1 General Conditions

- **6.3.1.1** 2010B (2021-12-02), General Conditions Professional Services (Medium Complexity) apply to and form part of the Contract.
- **6.3.2.1** Subsection 10 of <u>2010B</u> (2013-03-21), General Conditions Professional Services (Medium Complexity) Invoice submission, is amended as follows:

Delete: 2010B 10 (2013-03-21), Invoice submission

Insert: Invoice submission

- Invoices must be submitted in the Contractor's name to <u>DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</u>. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 2. Invoices must show:
- a. Contractor's Name and remittance physical address;
- b. Contractor's CRA Business Number or Procurement Business Number (PBN);
- c. Invoice Date;
- d. Invoice Number;
- e. Invoice Amount (broken down into item and tax amounts);
- f. Invoice Currency (if not in Canadian dollars);
- g. DFO Reference Number (PO Number or other valid reference number);
- h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided):
- Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- j. Deduction for holdback, if applicable;

- k. The extension of the totals, if applicable; and
- If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.3.3 **Supplemental General Conditions**

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

6.4 **Term of Contract**

Period of the Contract 6.4.1

The period of the Contract is from date of Contract to 31 March, 2023 inclusive.

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 one (1) 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.

Comprehensive Land Claims Agreements (CLCA)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut Land Claim Agreement
- Inuvialuit Land Claim Agreement
- Gwich'in Land Claim Agreement
- Ticho Land Claim Agreement.

6.5 **Authorities**

6.5.1 **Contracting Authority**

The Contracting A	Authority f	or the	Contract is:
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Name: Cal LaKing

Contracting Specialist Title:

Fisheries and Oceans Canada Department: Materiel and Procurement Services Directorate:

Address: 301 Bishop Dr.

Fredericton, NB,

E3C 2M6

The Project Authority for the Contract is:

Telephone: 506-478-3581

E-mail address: 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 (to be inserted at Contract award)

Name: Title: Organization: Address:	
Telephone: 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.

Contractor's Representative (to be inserted at Contract award) 6.5.3

The Contractor's Representative for the Contract is:		
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 <u>Public 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</u>: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex "B", to a limitation of expenditure of \$______ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

- 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.

6.7.3 Terms of Payment

6.7.3.1 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:

- 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.

6.7.4 Electronic Payment of Invoices - Contract

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

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

6.8 Invoicing Instructions

- **6.8.1** The Contractor must submit invoices in accordance with subsection 6.3.1.2 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.
- Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@canada.ca and provides the required information as stated in subsection 6.8.1 above.

CC AP Coder: (to be inserted at contract award)

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 ______ (to be inserted at Contract award).

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) 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- (c) 2010B (2021-12-02), General Conditions Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment:
- (f) the Contractor's bid dated _____ (to be inserted at Contract award)

6.13 Basis for Canada's 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 resulting contract will belong to Canada, for the following reasons, as set out in the *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*: 4.1 To generate knowledge and information for public dissemination.

6.14 Insurance - G1005C (2016-01-28)

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.15 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

6.16 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

- a) Paper consumption:
- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.

- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.

ANNEX "A"- STATEMENT OF WORK

1.0 Contract Title

Arctic Region Staying Connected Initiative – Coordinator

2.0 Background

In October 2018, Fisheries and Oceans Canada and the Canadian Coast Guard, in collaboration with Inuit Tapiriit Kanatami (ITK) announced a new, stand-alone Fisheries and Oceans/Coast Guard Arctic region to be built in partnership with Indigenous and Northern partners. The new region's transformative vision is intended to better address Northern priorities across DFO and Coast Guard mandates, including fisheries, marine safety, and environmental issues such as climate change impacts on Arctic marine ecosystems. The boundaries of the new Arctic Regions were announced in March, 2021, and include the Yukon North Slope, Northwest Territories, Nunavut, Nunavik, Nunatsiavut and the marine areas of Hudson Bay and James Bay.

On June 1, 2020, the Department transitioned several programs previously delivered by the Central and Arctic Region to report to the Arctic Region. The Marine Planning and Conservation, Arctic Operations and Fisheries Management programs were included in that transition. Additional programs, beginning with Arctic Science will be transitioning to report to the Arctic Region over the coming months / years. Staff currently work from various sites in Nunavut, the Northwest Territories, Ontario and Manitoba. In order to support the Department's transformative vision to work collaboratively with Indigenous and Northern partners, the Arctic Region programs must build bridges to create a sense of belonging, community, and one united team.

In the months following the initial transition of staff to the Arctic Region, a Change Management and Team Building initiative called "Staying Connected" was developed for the newly created DFO Arctic Region to support its employees through this time of change and uncertainty. The initiative consisted of virtual team huddles/town halls and the creation of an online platform on Microsoft Teams to:

- 1. Strengthen collaboration and help the newly-formed Arctic Region effectively deal with the ongoing transformation.
- 2. Open channels of communication between staff so that new bridges and new alliances emerge, resulting in a sense of a pride, belonging and a united team.
- 3. Share best practices and tools that would help employees stay well and resilient during this ongoing period of uncertainty.

Due to the success of the Staying Connected Initiative and ever-evolving priorities within the region, along with the ongoing challenges of work in a virtual environment due to COVID-19 implications, Fisheries and Oceans Canada Arctic Region now requires a contractor to help identify current and upcoming opportunities to support staff wellness needs; continue the coordination and facilitation of regular team huddles, and provide advice regarding direction and content of the Arctic Region Staying Connected Team/channels on an ongoing basis for the 2022-23 fiscal year and beyond.

3.0 Objectives

The following are key objectives for the initiative moving forward:

- 1. Strengthen connections, collaboration and facilitate open communication between staff to foster a sense of a pride and belonging and promote diversity within a united team.
- 2. Share best practices and tools that will help employees stay well and resilient during this ongoing period of transition.

3. Identify current and upcoming needs moving forward to ensure the initiative remains relevant and useful to regional staff in the long term.

4.0 Scope of Work

The contractor will work closely with, and take direction from, a region-wide committee of employee representatives (the Staying Connected Team) dedicated to team building and wellness. The committee will guide and inform the contractor as it provides design; research; analysis; planning; consultation; communications; coordination; creative; logistics; technical; and, facilitation services to deliver a timely and effective set of virtual change management and wellness activities.

While a phased return to facilities may continue during the contract period, many Arctic Region employees may continue to work from home, at least part time, as a result of the COVID-19 pandemic. The contractor will be providing services to a group that is geographically dispersed and where, traditionally, much of the work would have been undertaken in government offices.

The contractor will be required to monitor the success of both the virtual team huddles/town halls and MSTeams channels, and conduct pulse checks as needed (e.g., surveys, interviews and/or other method as deemed appropriate for the region) to ensure that the content and direction of the initiative remains relevant and useful to staff. The timing and nature of pulse checks will be decided upon through discussion with the Staying Connected Team, and are anticipated to occur twice per year.

The contractor will be responsible for coordinating and facilitating monthly virtual gatherings open to all staff in the Arctic Region, with an option for more or less gatherings as needed. These gatherings will be one hour in length and timing will depend on the time of year and needs of the group. Currently, huddles are scheduled on the fourth Thursday of every month. Content will be delivered with the recognition that northern staff and the communities in which they work face unique challenges, and must be sensitive to such challenges.

Design, preparation, planning and facilitation/moderation will include the following:

- Prior consultation with the Staying Connected Team during weekly (or as needed) calls to propose, discuss and receive approval of huddle themes and content and make adjustments as required;
- Sourcing and coaching/pre-briefing of the presenters/guests¹;
- Coordination with staff responsible for logistics and technical requirements.

A key feature of this initiative is the ability to obtain continuous feedback on the initiative and harvest ideas to sustain positive momentum, and will allow the team to address the challenges that staff may be facing in a timely and effective manner.

6.0 Client Responsibilities

- DFO shall provide the contractor with any additional information that may be required to complete the proposed tasks;
- DFO shall provide volunteers from the Arctic Region Staying Connected Team to help in coordinating huddles where necessary; and,

¹ Sourcing of presenters and/or speakers may be aided by the Staying Connected team or other individuals/organizations on occasion and when available. The vendor will be required to conduct a walk through with each speaker prior to their guest appearance to ensure familiarity with, and respect for, northern issues and sensitivities.

 DFO will schedule calls with the contractor as necessary and will advise the contractor of changes to huddle timing as soon as possible, recognizing the possibility of last-minute changes on occasion.

7.0 **Contractor Responsibilities**

The contractor shall be responsible for the following:

- Ensure that huddles and other obligations related to the Initiative are delivered at the agreed-upon quality level and within the agreed-upon timeframe;
- Support the Arctic Region by facilitating staff connection and engagement through this period of transition and adaptation;
- Ensure that Arctic Region staff are provided with support and resources to strengthen collaboration and connection, help the newly-formed region effectively deal with its ongoing transition, and stay well and resilient;
- Ensure that any expert speakers, sub-contractors or guests restrict their materials to within their scope of practice;
- Ensure that the initiative considers the unique challenges and issues associated with the entire Arctic Region and ongoing work towards reconciliation with Indigenous Peoples in Canada;
- Ensure that any virtual sessions, facilitated team rooms, and materials adhere to DFO's use of electronic networks policy and any laws of Canada.

8.0 **Deliverables**

Deliverables are as follows:

2022	2022-23 Deliverables Contract Award to March 31, 2023				
1	Design, facilitation and moderation of one-hour monthly (or as needed) virtual general assemblies (up to 12sessions)				
2	Monitoring of the MS Teams virtual platform and facilitation as necessary, providing advice on channel structure/design and content to the Staying Connected Team.				
3	Pulse checks and reporting to Management and Staying Connected Team. May include one or more presentations to executive-level management committees. Includes one-hour weekly or biweekly calls as needed with the Staying Connected Team				
2023	3-24 Deliverables April 1, 2023 to March 31, 2024 (Optional)				
1	Design, facilitation and moderation of one-hour monthly (or as needed) virtual general assemblies (up to 12 sessions)				
2	Monitoring of the MS Teams virtual platform and facilitation as necessary, providing advice on channel structure/design and content to the Staying Connected Team.				
3	Pulse checks and reporting to Management and Staying Connected Team. May include one or more presentations to executive-level management committees. Includes one-hour weekly calls with the Staying Connected Team				

9.0 Project Schedule and Milestones

Milestone	Milestone					
Fiscal Year Deliverable		Anticipated Date of Completion	Responsible Party			
2022-23	1	Ongoing to March 31, 2023	Contractor/DFO			
2022-23	2	2 Ongoing to March 31, 2023 Contractor				
2022-23	3	Ongoing to March 31, 2023; pulse check completed by October 31, 2023	Contractor			
2023-24	2023-24 1 Ongoing to March 31, 2024 C		Contractor/DFO			
2023-24	2	Ongoing to March 31, 2024	Contractor			
2023-24	3	Ongoing to March 31, 2024; pulse check completed by October 31, 2024	Contractor			

10.0 Language of Work

The Contractor must be fluent in English at the advanced level (as defined in the table below) in written, oral and comprehension.

	Language Proficiency Grid					
Level 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 jobrelated 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.			
A person speaking at this level can: sustain a conversation on concrete topics; report on action taken; Intermediate Inte		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.			

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	A person speaking at this level can:	A person reading at this level can:	A person writing at this level can:
Advanced	support opinions, and understand and express hypothetical and conditioned ideas.	 understand most complicated details, inferences and fine points of meaning; and, have a good comprehension of specialized or less familiar material. 	write texts where ideas are developed and presented in a coherent manner.

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ANNEX "B"- BASIS of PAYMENT

20	22-23 Deliverables Contract Award to March 31, 2023	Quantity	Cost
1	Design, facilitation and moderation of one-hour monthly (or	Up to 12	
	as needed) virtual general assemblies (up to 12sessions)	-	\$
2	Monitoring of the MS Teams virtual platform and facilitation	-	
	as necessary, providing advice on channel structure/design		\$
	and content to the Staying Connected Team.		
3		-	
	Connected Team. May include one or more presentations to		\$
	executive-level management committees. Includes one-hour		
	weekly or bi-weekly calls as needed with the Staying		
	Connected Team		
	Subtotal		
	Applicable Taxes		
	All-Inclusive Cost		_

20	23-24 Deliverables Option Period One	Quantity	Cost
1	Design, facilitation and moderation of one-hour monthly (or		
	as needed) virtual general assemblies (up to 12sessions)	Up to 12	\$
2	Monitoring of the MS Teams virtual platform and facilitation		
	as necessary, providing advice on channel structure/design	-	\$
	and content to the Staying Connected Team.		
3	Pulse checks and reporting to Management and Staying		
	Connected Team. May include one or more presentations to	-	\$
	executive-level management committees. Includes one-hour		
	weekly or bi-weekly calls as needed with the Staying		
	Connected Team		
	Subtotal		
	Applicable Taxes		
	All-Inclusive Cost		_

ANNEX "C"- EVALUATION CRITERIA

Evaluation of Proposals

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.

The Bidder should include the following tables 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 criterion has been met.

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

- The client organization;
- The dates/duration of the project;
- A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resources;
- A description of the activities performed by the proposed resources; and,
- The name and contact information of the client Project Authority.

A. Mandatory Criteria

Mandatory Technical Criteria (MTC)		MET/ NOT MET	Please Cross Reference to Specific pages in your Proposal [COMPLETED BY BIDDER]
M1	The Bidder must demonstrate using project descriptions that each of their proposed resources must have a minimum of one (1) year of project experience in delivering products/services in the virtual environment, using platforms such as MS Teams.		
M2	The Bidder must demonstrate using project descriptions that each of their proposed resources have a minimum of two (2) years of experience delivering programs focused on team building and/or wellness, either in person or via virtual platforms such as MS Teams.		

B. Point 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 Bidders' proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals accordingly.

Proposals **MUST** achieve a minimum score of **50** points of the Rated Requirements in order to be deemed technically responsive. Proposals which fail to attain at least 60 points of a total score of the Rated Requirements will be deemed non-responsive and given no further consideration.

'R1' Bidder's Resource Team Point Rated Criteria (R)					
No.	Rated Criteria	Max Points	Points Breakdown	Please Cross Reference to Specific pages in your Proposal [COMPLETED BY	
R1.A	The Bidder's proposed resources should have experience in developing and implementing products/services focused on team strengthening and communication.	30	Ten (10) points will be awarded for each project demonstrating experience listed in rated criteria, to a maximum of three (3) projects.	BIDDER]	
R1.B	The Bidder's proposed resources have recent (i.e., in the last three [3] years from closing date of this solicitation) experience in coordinating and facilitating team strengthening, wellness- or communication-focused services to large (50+) groups. Additional points will be awarded to projects delivered in a virtual platform.	45	Ten (10) points will be awarded for each project matching one of the project types demonstrating experience listed in rated criteria, to a maximum of three (3) projects. An additional five (5) points will be awarded for each project delivered in a virtual platform, to a maximum of three (3).		
R1.C	The Bidder's proposed resources have recent (i.e., in the last five [5] years from closing date of this solicitation) experience providing services that recognize wellness as a key component in operational effectiveness.	20	Ten (10) points will be awarded for each project demonstrating experience listed in rated criteria, to a maximum of two (2) projects.		
R1.D	The Bidder's resources have recent (i.e. in the last 3 years from closing date of this solicitation) experience in working with Indigenous organizations or groups (Inuit, First Nations, Metis) to deliver training or wellness initiatives.	20	Ten points will be awarded for each project demonstrating experience working with Indigenous groups or organizations to a maximum of 2 projects.		
	Total R1 Evaluated Score: /115 (Minimum Points 60)				