Pêches et Océans Canada

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

Bid Receiving/Réception des soumissions

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

### Email / Courriel :

DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

## **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 ciannexée, au(x) prix indiqué(s).

## Title / Titre

Biological and Technical Support Services: South Coast - Commox Valley

Date

08 November, 2022

Solicitation No. / Nº de l'invitation

30003194

Client Reference No. / No. de référence du client(e) 30003194

## Solicitation Closes / L'invitation prend fin

At /à: 14:00 AST (Atlantic Standard Time)

On / le: 23 November, 2022

F.O.B. / F.A.B. Destination		Duty / Droits 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 :

Kimberly Martin – A/Senior Contracting Officer

## 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 Repradresse et représentant du fourn	•		
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)			

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 Annex A of the resulting contract clauses.

## 1.3 Debriefings

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

## 1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), and the Canadian Free Trade Agreement (CFTA).

### **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 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

#### 2.2 **Submission of Bids**

Bids must be submitted 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 five (5) 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 British Columbia.

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 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 <a href="Buy and Sell">Buy and Sell</a> website, under the heading "Bid Challenge and Recourse Mechanisms" 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.

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## **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 II:** Financial Bid (one soft copy in PDF format)

**Section III:** 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.

### 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"

# 3.1.1 Exchange Rate Fluctuation

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

## 3.1.2 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

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

### 4.1.1 Technical Evaluation

### 4.1.1.1 Mandatory Technical Criteria

Refer to annex "C"

### 4.1.1.2 Point Rated Technical Criteria

Refer to annex "C"

### 4.1.2 Financial Evaluation

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

- 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 **40 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.
- 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 divided by the 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.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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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 Evaluate	d Price	ice \$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	
Calculations	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		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>	

### **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 Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

#### 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/ciif/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

## 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.

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

#### 5.2.3 Additional Certifications Precedent to Contract Award

### 5.2.3.1 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

5.2.3.2 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

# 5.2.3.3 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

5.2	3.4 Contractor's Representative
The	Contractor's Representative for the Contract is:
Tel Fac	
5.2	3.5 Supplementary Contractor Information
und	suant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies ler applicable services contracts (including contracts involving a mix of goods and services) must be orted on a T4-A supplementary slip.
agr	enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby sees to provide the following information which it certifies to be correct, complete, and fully discloses the ntification 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:

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

### 5.2.4 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 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;
- b. 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 definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

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

a. name of former public servant;

b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <a href="Contracting Policy Notice">Contracting Policy Notice</a>: 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:

- 1. name of former public servant;
- 2. conditions of the lump sum payment incentive;
- 3. date of termination of employment;
- 4. amount of lump sum payment;
- 5. rate of pay on which lump sum payment is based:
- 6. period of lump sum payment including start date, end date and number of weeks;
- 7. 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	Date
Printed Name	

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# ATTACHMENT 1 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

- 6.1.1 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- 6.1.2 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- 6.1.3 The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- 6.1.4 Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial 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 Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-quidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 6.3.1 **General Conditions**

- **6.3.1.1** 2010B (2022-01-28), General Conditions Professional Services (Medium Complexity) apply to and form part of the Contract.
- 6.3.1.2 Subsection 10 of 2010B (2018-06-21), 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 DFO.invoicingfacturation.MPO@DFO-MPO.gc.ca with a cc to: (to be inserted at Contract Award). 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);
- Invoice Currency (if not in Canadian dollars):
- DFO Reference Number (PO Number or other valid reference number);
- 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;
- 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.

#### 6.4 **Term of Contract**

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

The period of the Contract is from contract award to July 31, 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 two (2) additional 1 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## 6.5 Authorities

# 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kimberly Martin

Title: A/Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services

Address: 301 Bishop Dr,

Fredericton NB,

E2C 2M6

The Project Authority for the Contract is:

Telephone: 506-429-2397

E-mail address: <u>DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</u>

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:	
carried out unde Work under the Project Authority	hority is the representative of the department or agency for whom the Work is being or the Contract and is responsible for all matters concerning the technical content of the Contract. Technical matters may be discussed with the Project Authority, however the y has no authority to authorize changes to the scope of the Work. Changes to the scope only be made through a contract amendment issued by the Contracting Authority.
6.5.3 Contrac	ctor's Representative (to be inserted at Contract Award).
The Contractor's	s Representative for the Contract is:
Name:	
Title:	
Organization:	
Address:	<del></del>
Telephone:	
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 the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$\_\_\_\_\_ (to be inserted at Contract Award). Customs duties are included and Applicable Taxes are extra.

## 6.7.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_\_(to be inserted at contract 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.

### 6.7.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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 delivered 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 6.3.2.1 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.
- 6.8.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at <a href="mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca">DFO-MPO.gc.ca</a> with a cc to: (to be inserted at contract award) and provides the required information as stated in subsection 6.8.1 above.

## 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) the 2010B (2022-01-28), General Conditions Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Appendix 1;
- (e) Appendix 2:
- (f) Annex B, Basis of Payment;
- (g) the Contractor's bid dated (to be inserted at Contract Award).

# 6.12 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.

# 6.13 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".

### 6.14 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 TITLE Biological and Technical Support Services : South Coast - Comox Valley

### 2.0 BACKGROUND

Fisheries and Oceans Canada's Salmonid Enhancement Program (SEP) delivers the Community Involvement Program (CIP) with the intent of providing technical support to salmon enhancement projects and habitat enhancement /restoration projects undertaken by local community groups and volunteers. SEP also delivers a formal education program – known as the Stream to Sea Program. The intent of the program is to encourage students from Kindergarten to Grade 12, as well as First Nations, local communities and external parties to participate in cooperative fisheries and watershed stewardship activities.

Fisheries and Oceans Canada requires contractors to assist in the delivery of the Stream to Sea Program and to provide biotechnical support and assistance to CIP community groups to ensure CIP projects are carried out in a technically sound manner.

Fisheries and Oceans, Canada, requires contractors to provide bio-technical support to CIP projects and community groups as defined by the Community Advisor for each of the following geographic areas:

Comox Valley

## 3.0 SERVICES REQUIRED AND CONDITIONS OF WORK

Bio-technical support is required year round and duties vary by season and geographic area. Bio-technical services will be defined on a project specific basis through the development of work plan details using the information provided by geographic area in Appendix 1 (Scope of Work). The Contractor will work with the Community Advisor(s), to provide technical support to CIP projects. Please note that work priorities can change quickly, often on short notice, due to weather, fish availability and other factors beyond the control of the Community Advisor.

General contract activities include, but are not limited to:

- **3.1 Fish Production**: collecting broodstock, spawning and incubation, hatchery rearing of juvenile salmon, operating sea pens, and providing fish culture support to CIP hatcheries
- **3.2 Restored/ Enhanced Habitat**: conducting fry salvage programs, riparian planting and management, water quality and temperature monitoring, habitat surveys and mapping, and habitat restoration
- **3.3 Salmon Stock Assessment**: including juvenile salmon counting programs, juvenile salmon density inventories, hydraulic sampling programs, sampling for biological traits, and adult escapement assessment
- **3.4 Education and Awareness**: providing classroom sessions, hosting educational field trips, developing and delivering educational programs, participating in trade shows/education fairs/community events
- **3.5 Administration**: providing support to CIP participants on project development and implementation, project funding applications and report writing

## 4.0 HEALTH PRECAUTIONS AND PROTOCOL

DFO is committed to the health and safety of our employees, contractors, their families and the communities we serve and reside in. Please check back regularly with public health authorities to ensure that the most up to date medical advice is used and be familiar with communicable disease prevention. Consider and respect all local, provincial/territorial and community-specific instructions and guidance in the geographic area of the premises, especially if it is an area with a higher level of community transmission. Technical support delivery methods and plans may have be altered to align with changing protocols. Decisions on Community Involvement programming and delivery methods will be made by the

contractor and the DFO Community Advisor. The Government of Canada's vaccine requirement remains in place for employees, contractors, and visitors.

## **5.0 RESOURCE REQUIREMENTS**

The Contractor is expected to provide the following equipment:

- 5.1 An AWD vehicle with canopy or cover suitable for transporting equipment and accessing field sites often accessed via logging roads.
- 5.2 Personal field gear for employees of the contractor.

## **6.0 LOCATION OF WORK**

The majority of the contractor activities are based in the field. The Contractor must be prepared to work outside in all weather conditions, in isolated areas and in and around water. The contractor is expected to conduct the work associated with this contract either at participating schools, hatchery and field sites or at the contractor's office.

A list of work sites for each geographic area is provided in Appendix 2 "Community Involvement Projects."

## 7.0 LANGUAGE OF WORK

Services provided under this contract are required in the English Language at the advanced level.

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.

# **8.0 TRAVEL AND LIVING EXPENSES**

The Crown will not reimburse the Contractor for any travel and/or living expenses as part of this Contract.

## 9.0 CONTRACTOR ROLES AND RESPONSIBILITIES

The Contractor is required to review the work plan details (Appendix 1) in consultation with the Community Advisor within four weeks of contract initiation and to participate in updates/revisions throughout contract duration as the Community Advisor, community project or field situations require. The Contractor is required to maintain communication with the Community Advisor on progress, technical support and equipment needs through progress meetings throughout the duration of the contract.

The Contractor is required to consult with the Community Advisor prior to advancing or supporting enhancement, assessment, or restoration initiatives or strategies suggested by CIP partners. The Contractor is required to contact the Community Advisor prior to providing technical support on project or CIP issues.

The Contractor is responsible for ensuring that fish culture practices are consistent with the requirements of the Pacific Aquaculture Regulations (PAR) Community Enhancement license conditions for the facility. The Contractor must be aware of egg and release targets for each community hatchery they provide support to. Deviations from targets identified in the Facility Production Plan must be reported immediately to the Community Advisor. The Contractor will provide support to CIP salmon enhancement project groups for biological data collection and record keeping in a manner consistent with the Community Enhancement Best Management Practices and will follow DFO standards and guidelines associated with fish production, as well as BC Aquaculture Regulations Policies as applicable to CIP salmon enhancement projects.

The Contractor is responsible for providing the Community Advisor with Brood Summary data as it pertains to the 'License to operate a classroom incubator for salmonids'.

### 10.0 FISHERIES AND OCEANS CANADA ROLES AND RESPONSIBILITIES

The Community Advisor is the primary contact and final decision-making authority for all issues related to activities paid for by this contract.

The Community Advisor is responsible for providing community partners with CIP direction, advice and support as it pertains to salmon enhancement activities, and project development associated with salmon stock assessment and salmon habitat enhancement and/or restoration.

The Community Advisor is responsible for providing and familiarizing the Contractor with the PAR Community Enhancement license for projects the Contractor will support. The Community Advisor is responsible for ensuring that the PAR Community Enhancement license conditions are met. Fisheries and Oceans (DFO) staff will monitor PAR performance (Fish Health Management Monitoring Checklists). The Community Advisor will be responsible for identifying, documenting and assisting with the resolution of issues of PAR non-performance.

The Community Advisor is responsible for providing and approving templates for biological record keeping.

The Community Advisor is responsible for providing some resource materials in support of contract objectives such as the Salmonids in the Classroom Manuals, DFO biological guidelines and policies and equipment that are required to fulfill contract objectives. Details are provided in Appendix 1.

### 11.0 CHANGE MANAGEMENT PROCEDURES

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

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authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## **APPENDIX 1- SCOPE OF WORK**

## **LEVEL OF EFFORT**

The level of effort is estimated for each geographic area and project activity in Appendix 1. Note, estimates are provided with the intent of ensuring flexibility in program delivery; therefore, effort towards a given activity may vary from year to year and will be discussed with the Contractor.

# **Biological and Technical Support Services**

## **Location Of Work**

All watersheds on the East Coast of Vancouver Island draining to the Strait of Georgia from the Trent River north to the Oyster River.

**Scope Of Work** 

Activity	Timing / Level of Effort (hrs)	Project Location/Tasks	DFO Resource Materials	Deliverable and Reporting
Fish Production	Dec - July (75-115hrs)	Assist PIP groups with broodstock capture, sampling, egg takes, incubation, inventory, rearing, marking and release.	Pacific Aquaculture Regulation Licenses  Community Involvement Program Best Management Practices Guide  Brood Summary Report  All related equipment and chemicals will be supplied by DFO or PIP groups.	Progress reports  Best management practice education  Brood Summary Report to be submitted to CA  Assist with Aquaculture Activities Regulation reporting
Habitat Enhancement/ Restoration	Dec - July (150-225 hrs)	Assist with stream surveys and recommendation of restoration projects.  Assist community groups with implementation of habitat enhancement / restoration projects.  Monitor habitat restoration projects implemented by CIP program.	Section 11 approvals, engineering support, funding. Stream survey equipment and data record sheets. Technical advice, equipment	Submission of raw data sheets and summary of stream survey data.  Monthly Progress Report to include recommendations for restoration projects and monitoring results from habitat restoration projects.  Assist with Scientific Licence, Section 11 application

Activity	Timing / Level of Effort (hrs)	Project Location/Tasks	DFO Resource Materials	Deliverable and Reporting
Salmon Stock Assessment	Dec – Jun (15-30 hrs)	Assist with escapement enumeration including visual surveys (streamwalks and river swims) and adult counting fences.  Assist with juvenile stock assessment for species composition, densities, and size.  Assist with adult and juvenile smolt traps and other traps as needed for species composition and CPUE.	Equipment and data record sheets to be provided by PA and/or CIP groups.  CIP groups may hold a sampling permit. If not, the contractor is required to assist to obtain the appropriate permits.	Bi-weekly progress reports to include adult counts.  Submission of raw data sheets for adult and juvenile enumeration projects.  Juvenile enumeration data to be provided in monthly progress reports.
Public Education and Awareness	Apr – Sept (10-30 hrs)	Activities vary and depend upon requests/needs, but may include:  Assist and organize public awareness events (e.g. Rivers Day), school and/or public education field activities (e.g. beach seines, fish releases etc.), Streamkeepers training, storm drain marking.  Storm Drain Marking Program Streamkeepers Training	Resource materials and presentations, display boards, both space.  Field equipment such as beach seines will be supplied by DFO.  Storm drain marking equipment.  Streamkeepers equipment.	Monthly progress report to include information regarding the type of event, location, number of people attending, most common comments, questions and concerns. If participating in fish release, brood summary report is required.  Report training activities  Report training activities  Report training activities
Administration	Dec - Jul 60 hours	Provide support to CIP participants on project development and implementation, project funding applications and report writing.	Project data	Report on support hours

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# **APPENDIX 2- COMMUNITY INVOLVEMENT PROJECTS**

## **List of Projects:**

- Oyster River Enhancement Society
- **Tsolum River Restoration Society**
- Little River Enhancement Society
- Comox Valley Project Watershed Society, Brooklyn Creek Watershed Society
- Morrison Creek Streamkeepers Society
- Millard Piercy Watershed Stewards
- Courtenay and District Fish and Game Protective Association
- Roy Creek Salmon Enhancement Society
- Perseverance Creek Streamkeepers
- Black Creek Streamkeepers Society
- Kitty Coleman Creek Streamkeepers
- Hornby Island Enhancement

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## **ANNEX "B"- BASIS of PAYMENT**

For the provision of all professional services, including all associated costs (including mileage, fuel, overnight accommodation and ferry fares) necessary to carry out the required work in accordance with the contract.

Prices are in Canadian dollars. All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.

All invoices submitted are subject to review and acceptance of the work by the PA.

Α	Initial Contract Period: Contract Award - July 31, 2023			
No.	Activity	Estimated* Maximum Level of Effort (hours) (A)	Maximum Level Hourly Rate of Effort (hours)	
1	Fish Production	Up to 150		\$
2	Restored/ Enhanced Habitat	Up to 300		\$
3	Salmon Stock Assessment	Up to 40	\$	\$
4	Education and Awareness	Up to 30		\$
5	Administration	Up to 80		\$
	\$			
	\$			
	\$			

<sup>\*\*</sup> The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

В	<b>Option Period 1</b> : Aug 1, 2023 – July 31, 2024				
No.	Activity	Estimated* Maximum Level Hourly Rate of Effort (hours)		All-Inclusive Maximum Total Cost	
1	Fish Production	Up to 150		\$	
2	Restored/ Enhanced Habitat	Up to 300		\$	
3	Salmon Stock Assessment	Up to 40	\$	\$	
4	Education and Awareness	Up to 30		\$	
5	Administration	Up to 80		\$	
	\$				
	\$				
	\$				

<sup>\*\*</sup> The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

С	C Option Period 2: Aug 1, 2024 – July 31, 2025			
No.	Activity	Estimated* Maximum Level of Effort (hours)	Hourly Rate	All-Inclusive Maximum Total Cost
1	Fish Production	Up to 150		\$
2	Restored/ Enhanced Habitat	Up to 300		\$
3	Salmon Stock Assessment	Up to 40	\$	\$
4	Education and Awareness	Up to 30		\$
5	Administration	Up to 80		\$
	\$			
	\$			
All-Inclusive Maximum total Cost				\$

<sup>\*\*</sup> The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

FOR EVALUATION PURPOSES ONLY	TOTAL EVALUATED PRICE
TABLE A \$ + TABLE B \$ + TABLE C \$	\$

## ANNEX "C"- EVALUATION CRITERIA

### **Evaluation Instructions**

The experience of the Bidder must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out.

The experience of the Bidder must be clearly identified by providing:

- The project name;
- The name of the client organization;
- The period during which the service was provided (month and year);
- A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resource(s);
- A description of the activities performed by the proposed resource(s); and,
- The name and contact information of the client Project Authority.

Please note bidders must complete the following charts and include with their bid submission.

NOTE: The proposal must contain a statement of the name under which the contractor is legally doing business.

## **Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory

technical criterion should be addressed separately.

	TABLE A- MANDATORY CRITERIA				
Req	Criteria	Met/Not Met	Cross-Reference to Bidder's Proposal (Page #)		
M1	The bidder/firm <b>must</b> identify project personnel proposed as a resource for carrying out the work described in the Statement of Work and provide detailed resume(s) that reflect the technical knowledge / skillset of key personnel and/or proposed team.				
M2	The bidder <b>must</b> demonstrate they or their proposed personnel have provided services similar to those identified in the statement of work. To demonstrate their experience, bidders must provide details on two (2) previous projects that have been completed or ongoing within the last five (5) years from the closing date of this RFP.  Bidders must identify:				

M	3	The bidder/firm must provide a recent* Vulnerable Sector check for ALL proposed resources.	
		*Recent is defined as no older than 12 months	

# **Point Rated Requirements**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables below. In order to qualify for the rating process, proposals must respond to the following rated requirements in the order shown and must include the referenced Section / Page in the Bidder's proposal.

Bids **MUST** achieve an overall minimum score as specified in the table below of the Rated Requirements, in order to be considered technically responsive. Proposals which fail to attain the minimum score of the Rated Requirements will be considered technically non-responsive and no further evaluation will be conducted.

		Minimum Points	Points Obtained	Proposal Page No. (Bidder to
No.	Point Rated Technical Criteria	Required		complete)
R1	The bidding company should demonstrate an understanding of the requirements of the job with project descriptions, and provide a summary of the intended approach delivery and coordination of activities described in the scope of work through the lens of salmon life history and their habitat requirements. (Projects must be of at least 1 week in duration.)  • 5 points for providing a proposed workplan that will meet the needs of the Biological and Technical Support Services Program general contract activities as outlined in the Statement of Work.  • 5 points for providing the proposed resources available to meet the needs of the Biological and Technical Support Services Program general contract activities as outlined in the Statement of Work.  • 5 points for providing a proposed workplan schedule that will meet the needs of the Biological and Technical Support Services Program delivery as outlined in the Statement of Work.  • 5 points for identifying seasonal components to the workplan schedule that will meet the needs of the Biological and Technical Support Services Program general contract activities as outlined in the Statement of Work.  • 5 points for identifying seasonal components to the workplan schedule that will meet the needs of the Biological and Technical Support Services Program general contract activities as outlined in the Statement of Work.  • 5 points for demonstrating the ability to coordinate activities, using project descriptions, aligning with the level of effort outlined in Appendix 1 – Scope of Work. (Maximum 25 points)	15		

R2	The bidding company should demonstrate using project descriptions, recent experience (within the last 10 years) with fish culture procedures, salmon stock assessment methods, habitat assessment, stream restoration methods and the delivery of technical education programs, and reporting.  • Fish Culture procedures – 5 points • Salmon Stock Assessment methods – 5 points • Habitat Assessments and Stream Restoration Methods – 5 points • Delivery of technical education programs and reporting – 5 points  (Maximum 20 points)	10	
R3	The bidding company should demonstrate using project descriptions, recent experience working with community groups, volunteers, First Nations and students. (within last 5 years).  • Teaching Bio-technical education programs to community groups, volunteers, First Nations, or students – 5 points  • Training people to deliver Bio-technical education programs to community groups, volunteers, First Nations, or students – 5 points  • Delivering Bio-technical workshops – 5 points  • Hosting field trips – 5 points  • Providing Bio-technical Presentations - 5 points  Each project cited to demonstrate this experience should include;  • Goal of the project;  • A description of the frequency;  • Number of participants;  • Length of Time; and  • The proposed resource(s) specific role	15	
To	(Maximum 25 points)  otal Score (Minimum of 40 points is required)		/70
	,		