

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

<u>Email / Courriel</u> :<u>DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca</u>

Copy To: Louise.Martel@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to His Majesty the King 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 le Roi 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).

			30004020	
Title / Titre Corals and Sponges of Newfoundland and Labrador Exhibits Date 27 nov. 23				
Solicitation No. / N 30004820	o de l'invitatio	n		
Client Reference N 30004820	lo. / No. de réf	érence d	u client(e)	
Solicitation Closes / L'invitation prend fin At /à: 14:00 hrs AST (Atlantic Standard Time) / HNA (Heure Normale de l'Atlantique) On / le: 15-12-2023				
F.O.B. / F.A.B. Destination	Taxes See herein — ci-inclus	- Voir	Duty / Droits See herein — Voir ci-inclus	
Destination of God services See herein — Voir of		es / Dest	tinations des biens et	
Instructions See herein — Voir o	ci-inclus			
Address Inquiries to:/ Adresser toute demande de renseignements à: Louise Martel Contracting Specialist Email / Courriel: DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca Copy To: Louise.Martel@dfo-mpo.gc.ca				
Delivery Required / Livraison exigée See herein — Voir en ceci				
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur				
Telephone No. / No. de télécopieur téléphone				
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 applicable to the Contract.

1.2 Statement of Work

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

1.3 Procurement Strategy for Indigenous Business

1.3.1 Conditional Set-Aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside unde'r the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

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 or by telephone.

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 **Technical Difficulties of Bid Transmission**

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline. Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- i. The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- The electronic properties of the Bid documentation clearly indicate that all components of the Bid ii. were prepared in advance of the bid solicitation closing date and time.

Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Completeness of the Bid Checklist

Bids will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

Complete (Y/N)	Action Taken
	Certifications and securities required at bid closing are included.
	Bids are properly signed, that the bidder is properly identified.
	Acceptance of the terms and conditions of the bid solicitation and resulting contract.
	All documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
	All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.4 Enquiries - Bid Solicitation

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

2.5 Applicable Laws

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

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.

2.6 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*:

- the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

2.7 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)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

(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)
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"

3.1.2 Exchange Rate Fluctuation

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

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

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, financial and 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"

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price - A0027T (2022-12-01)

- 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 **120 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 60 % for the technical merit and 40 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 60 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluate	d Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

as

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.

5.1.2 **Additional Certifications Required with the Bid**

5.1.2.1 Set-aside for Indigenous Business

Date

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner who is Indigenous:

1.	I am an owner ofdefined in <u>Annex 9.4</u> of the <i>Suppl</i> Indigenous Business".	(insert name of business), and an Indigenous person, and y Manual entitled "Requirements for the Set-aside Program for
2.	I certify that the above statement Indigenous Services Canada.	is true and consent to its verification upon request by
Printe	ed name of owner	-
Signa	ature of owner	
		

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

5.2.1 Integrity Provisions – Required Documentation

within the time frame provided will render the bid non-responsive.

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the 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.

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

	•	
Name:		
Title:		
Address:		
Telephone:		
Facsimile:		
E-mail:		

The Contractor's Representative for the Contract is:

5.2.3.5 Supplementary Contractor Information

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

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

		30004820
identifi	cation 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:
5.2.4	Forme	r Public Servant
The fo	llowing	certification signed by the contractor or an authorized officer:
"I certi	fy that I h	nave examined the information provided above and that it is correct and complete"

Print Name of Signatory

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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 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** <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity) apply to and form part of the Contract.
- **6.3.1.2** Subsection 10 of <u>2010B</u> (2013-12-01), 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> 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);
 - 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 conjuges supplied (provide details of

- 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.
- 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

6.4.1 Period of the Contract

The period of the Contract is from date of the Contract to 29 March, 2024

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Louise Martel

Title: Contracting Specialist

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

Directorate: Materiel and Procurement Services

Address: 301 Bishop Drive Fredericton, NB E3C 2M6

Telephone: 819-962-7325

E-mail address: Louise.Martel@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)

The Project Authority for the Con	tract is:
Name:	

Pêches (et Océans
Canada	

Solicitation No. – N° de l'invitation :

		30004620
Title: Organi Addres	zation:	
Teleph E-mail	one: address	:
carried Work u Project	out und inder the Authori	thority is the representative of the department or agency for whom the Work is being ler the Contract and is responsible for all matters concerning the technical content of the e Contract. Technical matters may be discussed with the Project Authority, however the ty has no authority to authorize changes to the scope of the Work. Changes to the scope in only be made through a contract amendment issued by the Contracting Authority.
6.5.3	Contra	actor's Representative
Name: Title: Organi Addres		
Teleph Facsim E-mail		:
6.6	Proact	tive Disclosure of Contracts with Former Public Servants
Service reporte	ed on de	formation on its status, with respect to being a former public servant in receipt of a Public annuation Act (PSSA) pension, the Contractor has agreed that this information will be partmental websites as part of the published proactive disclosure reports, in accordance g Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.
6.7	Payme	ent
6.7.1	Basis	of Payment
"B", to	a limitati	will be paid for the Work performed, in accordance with the Basis of payment in Annex on of expenditure of \$ (to be inserted at contract award). Customs duties are pplicable Taxes are extra.
6.7.2	Limita	tion of Expenditure
	1.	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 Methods of Payment

6.7.3.1 Multiple Payment

SACC Manual clause H1001C (2008-05-12), multiple payment

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@DFO-MPO.gc.ca 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.

6.9.2 SACC Manual Clauses

SACC Manual clause A3015C (2014-06-26), Certification - 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 **Newfoundland**.

6.11 **Priority of Documents**

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

(a) the Articles of Agreement: (b) the general conditions 2010B (2022-12-01) professional services (medium complexity); (c) Annex ___, Statement of Work; (d) Annex , Basis of Payment; (e) 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".
- (e) The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boaopo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.
- The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

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.

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ANNEX "A" STATEMENT OF WORK

Project Title:

Corals and Sponges of Newfoundland and Labrador Exhibits: Design, Fabrication, Production and Installation in Bonne Bay Aquarium and Champney's West Aquariums.

Scope

Design, fabrication, production and installation of coral and sponge exhibits in Bonne Bay and Champney's West Aquariums to create awareness of the deep-water corals and sponges in the waters off the coast of Newfoundland and Labrador and their importance to the health and integrity of the marine ecosystem.

Rationale/Background:

In Canada, cold-water corals (also known as deep water corals) and sponges are found in the Pacific Ocean, Atlantic Ocean, and the eastern Arctic Ocean. Corals and sponges are slow-growing, sessile species that are vulnerable to a number of activities. As a result, international attention has been focused on their conservation and protection. In Canada, Fisheries and Oceans Canada (DFO) is the lead federal department responsible for research and conservation of these species. There is a range of legislative tools available to protect coral and sponge, including the Coral and Sponge Conservation Strategy for Eastern Canada. To further implement this strategy, under Target 6, Action 6.1, DFO has begun funding the creation of coral and sponge exhibits in aquariums throughout the NL Region.

Objectives:

The objectives of this contract will be to create coral and sponge exhibits at Bonne Bay Aquarium and Champney's West Aquarium that will:

- Educate aguarium visitors about deep-water corals and sponges in the waters off the coast of Newfoundland and Labrador and their importance to the health and integrity of the marine ecosystem;
- Raise awareness of the deep water research and conservation measures in place and/or underway by DFO to protect the deep-water corals and sponges:
- Inform the public of how new deep sea technologies are enabling discoveries and enhancing our understanding of the ocean and marine ecosystems.

Target audiences would include the general public, student groups and educators (Kindergarten-Grade 12), university students, faculty and staff, and local media (print, broadcast, internet).

Deliverables:

Exhibits must be complimentary to local/area content for Champneys West and Bonne Bay Aquariums and extend the continuity of each Aquarium's display spaces. Exhibits must also provide uniformity and continuity of information being displayed by DFO in Newfoundland and Labrador.

Deliverables to be completed in consultation with DFO and staff of the Bonne Bay Aquarium and Champney's West Aquarium. This will include physical site visits (minimum of 2) to each Aquarium. The contractor must develop and maintain a project implementation plan and schedule for the following phases, and ensure the coordination of all team members to maintain project timelines.

Phase 1. Review Previous Design Effort, Create Interpretative Plan and Develop Design Concept

DFO has commissioned and received delivery of a design effort for both Champneys West and Bonne Bay Aquariums (see Attachment 1). This work is to be critically reviewed and used as a resource by the design/fabrication team. The building footprint developed in this previous effort shall not be significantly changed. All elements will be reviewed by DFO and written comments provided. The Contractor shall incorporate these and provide a design concept report.

Phase 2. Design Development

A design development report shall be provided within four (4) weeks of the awarded contract in written form and by presentation to DFO. DFO will perform a review and provide the Contractor with written comments. The Contractor shall incorporate these and provide the final design development report. The design development report shall provide sufficient detail for evaluation of the visitor experience, visual appearance, graphic treatment, interpretive content, fabrication feasibility and materials, and construction production techniques to be used.

The design development report shall present visitor flow patterns, exhibit and multimedia component ideas. The Aquarium floor plan shall be fully developed and the report shall provide a complete story line walkthrough in a developed outline form, video story, developed concepts for exhibits including narrative text outlines, proposed graphic and/or multimedia components, and detailed exhibit cost estimates. The exhibit ideas shall include preliminary elevation drawings with the listing of graphic and multimedia components for each exhibit. Use of artifacts/objects, proposed colors, materials, finishes and typographic samples are to be included. The floor plan development shall require the Contractor to evaluate the existing buildings to ensure that it supports the requirements of the proposed exhibits.

Phase 3. Final Exhibit Design: Exhibit Text, Notebook and Drawing Package

The Contractor shall write and edit exhibit text, produce the exhibit notebook and the exhibit drawing package. The written specifications and detailed estimate of all exhibit costs shall be prepared. Concurrently, the Contractor shall perform qualitative evaluation(s) of the exhibit to ensure exhibit objectives are achieved. The final plan shall include all corrections and revisions resulting from DFO's review.

This portion of the work shall be accomplished in three submittals; a preliminary package (75% completion), a draft final (95% completion) and a final package. DFO will review and provide comments on each submittal. The Contractor shall incorporate review comments, corrections and revisions into each subsequent submittal.

- Exhibit Text. The Contractor shall write final exhibit text for all audiovisual programs and exhibit elements. DFO will provide expertise to exhibit text. DFO must approve all text before it is installed in an exhibit or in an audio-visual program. The Contractor shall be responsible for ensuring correct spelling and grammar in all exhibit text. The Contractor shall be required to provide typed copies of the final script for all exhibit elements. Audio-visual scripts must include notations for the visuals, music and sound effects that accompany the programs.
- Exhibit Notebook. Identify graphic materials, artifacts, reproductions, etc. that are proposed for use in the exhibit. Develop subject matter, production and equipment requirements for electronic media such as video, interactive elements, lighting/sound and/or special effects. DFO will provide photographs, videos and artifacts.
- Exhibit Drawing Package. The exhibit drawing package shall be produced and organized to include:
 - Cover. Shall contain the title of the exhibit, name and location of project site, completion date, name of planner and designer, index of drawings and an approval block.
 - Site Plan. Shall contain a map or plan that indicates the location of the exhibits in the exhibit room and elsewhere in the building, exhibits in other locations and any signage or other elements outside the building. Existing site conditions that may have an impact on the fabrication or installation of exhibits shall be noted.

- Floor Plan(s). Shall contain the exhibit floor plan, notes and identification of all exhibit unit iii. names and letters of number on the floor plan.
- Building/Room Modification Plan. Shall show the existing floor plan with all modifications. iv. Number and key each element of all work and list the requirements. Locate each number in the appropriate place on the floor plan.
- Exhibit Elevation Sheets. Shall include each exhibit unit identified by name and letter or number. Both the plan and elevation views of individual exhibit units shall be shown. Developed graphic details shall include all photographs, art, and materials, each with their exhibit identification number. Measurements of the panels and units shall be shown. Any fabrication specifications or special graphic treatments shall be noted on the drawings.
- Other Media. Drawings representing additional media requirements shall specifically show location of hardware, lighting or other components as well as access and equipment areas. The Contractor shall clearly specify the special media requirements and treatments. Hardware required for the exhibits shall be listed on a schedule of hardware components.
- Exhibit Structural Sheets. Shall include typical fabrication details or specific details for vii. exhibit units and shall be keyed to their specific exhibit elevations. Materials and dimensions shall be shown.
- Lighting and Electric Plan. Shall contain layout of lights, track lighting, connections, power viii. sources, etc., and shall include a fixture schedule listing the number of all light fixtures, lamps, tracks and other necessary components required. This plan is to include all lighting requirements for building, e.g., ambient, emergency lights, etc.
- ix. Artifact/Graphic Production Sheet. Shall contain both the artifact and graphic production
- Color/Material/Finish Schedule. Shall include colors, finishes and materials. Any х. requirements for additional furnishings, such as seating and off-the-shelf items, shall be shown on this page.
- Typographic Specifications. Shall include examples of all full size text set, indicating leading, word and letter spacing, and identification as to use in the exhibits. When uses of unusual type configuration, special text layouts or other unique embellishments are specified, full size examples are required.
- Maintenance Access. Easy accessibility shall be designed into all exhibits for the xii. maintenance of light bulbs, wiring, to change or clean exhibits, etc. Where access panels are accessible to the public, screws or locks shall be used to secure these panels. If locks are used, two (2) keys shall be provided to the Aquarium.
- Security Plan. Shall contain the exhibit floor plan, notes and identification of all security xiii. considerations and recommendations for exhibits and building.
- xiv. Accessibility for the Disabled Plan. Accessible traffic flow shall be shown to ensure exhibits, seating, etc. have the appropriate clearances to accommodate the disabled. Minimum clearances shall be clearly shown on the plan and separately tabulated by exhibit node.
- Written Specifications. The Contractor shall develop working details and provide production xvi. instructions based on materials specifications, fabrication techniques and quality standards in the industry.
- Exhibit Evaluation Report. During the design process, the Contractor shall: xvii.
 - a) Test exhibits to evaluate whether they met the identified objectives of each exhibit.
 - b) Prepare a written evaluation report that includes the following:
 - Title and a brief description.
 - Description of the evaluation process.
 - The objectives of the exhibit(s) (stated as questions).
 - Results of the evaluation and how the results were used to improve the exhibit.

^{*}Note: Drawings, all exhibit materials, colors, artwork, letter-type designs, etc. must be approved before any construction begins. Manufacturing of exhibit prior to DFO approval shall be at the Contractor's risk. Exhibits not given prior approval could be rejected. Errors in fabricated exhibit text shall be corrected at the Contractor's expense.

Phase 4: Fabrication and Pretest

The Contractor shall complete fabrication of all exhibits and media components according to approved drawings, specifications and schedules and will set up all exhibits and other media components at the Contractor's facility and conduct pretest to ensure:

- 1) All working parts of each exhibit work as intended.
- 2) All text is accurate with no spelling mistakes.
- 3) Make all corrections and adjustments required by the pretest.
 - i. Have exhibits ready for inspection by DFO.

Phase 5: Delivery, Installation, Run-Through, Manuals and Training.

The Contractor shall provide adequate transportation, personnel and equipment to:

- 1) Deliver (including loading and unloading) all exhibits, text panels, etc., to the Aquariums.
- 2) Install and properly setup exhibits.
- 3) Perform run-through operation and make final adjustments. Make all corrections and adjustments required by the run-through and have exhibits ready for inspection and acceptance by DFO and the Aquariums. No exhibits will be accepted unless they are properly installed, free of flaws and in working order.
- 4) Deliver Operation and Maintenance Manuals. The Contractor shall prepare an operation and maintenance manual (O&M Manual) for all interpretive exhibits resulting from this contract. This will include:
 - i. Specific operating instructions, a functional description of operating parts and special precautions or procedures to be considered.
 - ii. Maintenance instructions for dismantling, assembly, repair and adjustment; electrical wiring diagrams; special cleaning materials and/or instructions and a list of special tool requirements.
 - Illustrated Parts Breakdown and Schematics with information suitable for ordering replacement parts.
- 5) The Contractor shall train on-site Aquarium staff. Training shall take place upon completion of the installation of exhibits by the Contractor. Training shall cover the operation, maintenance and trouble-shooting of the interpretive exhibits included in this contract. The training shall provide the staff a working knowledge of the programs and features and how to maintain and fix them.
- 6) Warranty. For one (1) year from the date of the DFO final acceptance of the exhibits provided by this contract the Contractor shall repair and/or replace any deficiencies or defects whether warranted by a manufacturer or by the Contractor at the Contractor's expense.
- 7) Telephone Support. The Contractor shall provide technical support services for verbal and written correspondence, instruction and information pertaining to the performance of the exhibits after installation.

Intellectual Property Statement:

Ownership of Intellectual Property, Fisheries and Oceans Canada retains the Copyright for all information collected and compiled throughout the duration and completion of contract.

Contractor Support:

DFO personnel will assemble DFO media assets for the project as well as background documentation and existing descriptive text about corals and sponges.

DFO personnel will act as "content experts" and advisors to the project to ensure accuracy of content related to the science. DFO will provide the coral specimens, supervise their assembly, and approve the coral and sponge exhibit.

The contractor will be responsible for the construction, fabrication, and printing of all components, and any supporting materials needed, as per the exhibit drawings.

Final approval of the coral and sponge exhibit and all elements will be the purview of DFO.

Feedback/communications will be provided via meetings or email; exception of required site visits.

The contractor must acknowledge DFO's contribution in any public communications about the coral and sponge exhibit.

The contractor must ensure that the coral and sponge exhibit displays the DFO signature, Canada wordmark, or otherwise make reference to a DFO funded project.

The contractor must obtain the approval of DFO before preparing any announcements, brochures, advertisements, web content, or other materials that will display the DFO signature, Canada wordmark, or otherwise reference to DFO.

The contractor must agree to the distribution by DFO of information about the coral and sponge exhibit as part of public communication initiatives including, but not limited to, feature stories, news releases, speeches, web content, DFO promotional materials, and special publications.

The contractor must not publicly criticize, for the duration of the contract, the Department with regard to the coral and sponge exhibit.

DFO may, at its sole discretion, withdraw the requirements of the contractor's acknowledgement of the DFO's contribution in all public communications of the coral and sponge exhibit.

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ANNEX "B" BASIS of PAYMENT

Α	Initial Contract Period:		
No.	Activity	% Payment	All-Inclusive Maximum Total Cost
1.	Completion of Phase 1 and 2	40%	\$
2.	Completion of Phase 3	20%	\$
3.	Completion of Phase 4 and 5	40%	\$
	\$		
Applicable taxes			
All-Inclusive Maximum total Cost \$_			

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ANNEX "C" **EVALUATION CRITERIA**

BIDDER MUST PROVIDE PROOF THAT THEY MEET ALL MANDATORY REQUIREMENTS TO BE CONSIDERED COMPLIANT

No.	Mandatory Criteria	Pass	Proposal Page No.
M1	Service of in house, turn key production from conceptualization to delivery of an exhibit. A detailed company profile or portfolio showcasing previous projects that demonstrate the vendor's capability to handle all aspects of exhibit creation from start to finish. Testimonials or references from previous clients for similar projects.		
M2	Specific working knowledge, expertise and equipment in handling, mounting and display of delicate coral and sponge specimens. • Case studies or examples of previous projects where the vendor handled delicate specimens.		
M3	Available to deliver service and/or support as necessary to ensure the continuous successful operation and function of these exhibits after installation and as long as the exhibits are active (a minimum of five years). • Testimonials or references emphasizing the vendor's reliability in post-installation support.		
M4	Ensure the safe and secure transport of coral and sponge species from DFO to contractor facilities and to final installation of exhibit's in Bonne Bay and Champney's West Aquariums, Contractor must have valid certificates for Transportation of Dangerous Goods (on ground and air as applicable for specimens transported in Ethynol) and Workplace Hazardous Materials Information System (WHMIS). • Copies of valid certificates for Transportation of Dangerous Goods and WHMIS.		
M5	Designated storage area for coral and sponge specimens that can be temperature and humidity controlled. • Photos or specifications of the storage facility.		

RATED REQUIREMENTS:

It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

Maximum points is 120. Minimum points to proceed is 15 point in R1, 15 points in R2 and 10 point in R3.

No.	Rated Criteria	Awarded Points	Proposal Page No.
R1	Demonstrate working experience in establishing exhibits for coldwater coral and sponges found in	1 project = 5 pts	
Point	Newfoundland and Labrador waters. Provide an indication of previous projects successfully completed or ongoing. This should include a listing of the projects,	2 projects = 10 pts	
min/ 60 max	a brief description/summary of each, and when the project was carried out. Each project summary should be no more than a (1) page.	3 projects = 15 pts	
	 A list of previous projects related to coldwater coral and sponges, especially those specific to Newfoundland and Labrador waters. A brief description/summary (max 1 page) for each project, including the project's timeline, objectives, outcomes, and any challenges faced. Visual evidence such as photographs, designs, or diagrams of the exhibits created. Testimonials or references from clients for whom these projects were executed. 	4 or more projects = 20 pts 10 pts (max 40 pts) added for each project explicit to NL species.	
Point 15 min/ 40 max	Demonstrate experience working with Bonne Bay and Champney's West Aquariums. Please provide an indication of previous projects successfully completed by the organization as well as ongoing. This should include a listing of the projects, a brief description/summary of each, and when the project was carried out. Each project summary should be no more than a (1) page.	1 project = 5 pts 2 project = 10 pts 3 projects = 15 pts	
	 Evidence/Documentation Required: A list of projects that the vendor has completed or is currently working on with Bonne Bay and Champney's West Aquariums. A brief description/summary (max 1 page) for each project, detailing the scope, objectives, outcomes, and collaboration with the aquariums. Visual evidence such as photographs or designs showcasing the work done in these specific aquariums. 	4 or more projects = 20 pts 5 pts (max 20 pts) added for each project explicit to experience in working with Bonne Bay or Champney's	

R3 Demonstrate how your company will carry out the deliverables within the prescribed project duration. Provide a summary of the intended approach and a detailed timeline. Evidence/Documentation Required: • A detailed project plan outlining the vendor's approach to executing the deliverables within the given timeline. This should include milestones, key tasks, and estimated completion dates. • An explanation of the methodologies or strategies the vendor plans to employ to ensure timely and quality delivery. • Any risk assessment or contingency plans in case of unforeseen challenges. • Past examples or case studies where the vendor successfully adhered to tight timelines might also be beneficial. West Aquariums. Few details are provided with mith with few deficiencies = 5 pts Explanation with few details provided with minor deficiencies = 10 pts Explanation with few details provided with minor deficiencies = 15 pts In depth explanation with necessary details with no deficiencies = 20 pts
deliverables within the prescribed project duration. Provide a summary of the intended approach and a detailed timeline. Evidence/Documentation Required: • A detailed project plan outlining the vendor's approach to executing the deliverables within the given timeline. This should include milestones, key tasks, and estimated completion dates. • An explanation of the methodologies or strategies the vendor plans to employ to ensure timely and quality delivery. • Any risk assessment or contingency plans in case of unforeseen challenges. • Past examples or case studies where the vendor successfully adhered to tight timelines might also be beneficial. are provided with major deficiencies = 5 pts Explanation with few details provided with major deficiencies = 10 pts Explanation with necessary details provided with minor deficiencies = 15 pts In depth explanation with necessary details with no deficiencies = 15 pts
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