



**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 aux : Pêches et Océans Canada

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

Comments: - Commentaries :

| | | |
|---|---|---|
| Title – Sujet Green Crab Removal Program in Basin Head, Marine Protected Area (MPA) | | Date July 4, 2017 |
| Solicitation No. – N° de l'invitation F5211-170071-1 | | |
| Client Reference No. - No. de référence du client F4760-170009 | | |
| Solicitation Closes – L'invitation prend fin At / à : 2:00 PM ADT(Atlantic Daylight Time)/ HAA (heure avancée de l'Atlantique) On / le : July 18, 2017 | | |
| F.O.B. – F.A.B Destination | GST – TPS See herein — Voir ci-inclus | Duty – Droits See herein — Voir 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 Cathi Harris A/Team Lead, Contracting Services Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca | | |
| Delivery Required – Livraison exigée See herein — Voir ci-inclus | Delivery Offered – Livraison proposée | |
| Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur: | | |
| Telephone No. – No. de téléphone | Facsimile No. – No. de télécopieur | |
| Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie) | | |
| 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, by telephone or in person.

1.4 Procurement Ombudsman

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

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

The [2003 \(2015-07-03\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

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

2.3 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
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ()

No ()

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 [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

Yes ()

No ()

If so, the Bidder must provide the following information:

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

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



Signature

Date

2.4 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.

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one hard copies **OR** one soft copy in PDF format)

Section II: Financial Bid (one hard copies **OR** one soft copy in PDF format))

Section III: Certifications (one hard copies **OR** one soft copy in PDF format))

Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails)

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

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

1. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
2. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications 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

Please see Annex C for details.

4.1.1.2 Point Rated Technical Criteria

Please see Annex C for details.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

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

SACC Manual Clause ([A0027T \(2012-07-16\)](#)) – Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **42** 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 / 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.

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

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

*Represents the lowest evaluated price.



PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [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.

5.1.2 Additional Certifications Precedent to Contract Award

5.1.2.1 Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the



permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.1.2.2 Education and Experience

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

5.1.2.3 Contractor's Representative

The Contractor's Representative for the Contract is:

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

5.1.2.4 Supplementary Contractor Information

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

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

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

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

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

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



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

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

Signature

Print Name of Signatory



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to this 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

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: 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.

6.3.1 General Conditions

[2010B \(2015-09-03\)](#), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 31 – Integrity Provisions – Contract of 2010B referenced above is amended as follows:

Delete section 31 in its entirety.

6.3.2 Supplemental General Conditions

[4007 \(2010-08-16\)](#), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to January 31, 2018 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 three (3) additional one (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 **fifteen (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: Cathi Harris
 Title: A/Team Lead, Contracting Services
 Department: Fisheries and Oceans Canada
 Directorate: Materiel and Procurement Services
 Address: 301 Bishop Drive
 Fredericton, NB E3C 2M6
 Telephone: 506-452-3639
 E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority (to be inserted at Contract award)

The Project Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

 Telephone : ____ - ____ - _____
 Facsimile: ____ - ____ - _____
 E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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

Name: _____
 Title: _____
 Organization: _____
 Address: _____

 Telephone : ____ - ____ - _____
 Facsimile: ____ - ____ - _____
 E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this



information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

- 6.7.1.1 The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in **Annex "B"**, to a limitation of expenditure of \$_____ (*amount to be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.
- 6.7.1.2 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.
- 6.7.1.3 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (*amount 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 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



6.7.3 Terms of Payment – 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.

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

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

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

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

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4007 \(2010-08-16\)](#), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions [2010B \(2015-09-03\)](#), General Conditions - Professional Services (Medium Complexity);



- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____.

6.12 Procurement Ombudsman

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

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

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

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

6.13 Insurance

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.



ANNEX "A" STATEMENT OF WORK

1.0 TITLE

Green Crab Removal Program in Basin Head, Marine Protected Area (MPA)

2.0 INTRODUCTION

Fisheries and Oceans Canada (DFO) requires a Contractor to support field research and undertake a removal program for European green crab, an aquatic invasive species in the Basin Head Marine Protected Area (MPA) in Prince Edward Island (PE) that affects the ecological integrity of the MPA.

3.0 BACKGROUND

DFO undertakes field research and monitoring (past and present) for the Basin Head MPA as part of the management of the MPA. The data collected from field research supports the Basin Head Operational Management Plan objectives for the MPA by providing information on the status of the MPA and its main conservation objectives. Green crab research has been initiated by DFO in the past (Sharp *et al.*, 2003:46-52, unpublished 2009-2010, 2011-2012). A pilot project was conducted in October and November 2016 which yielded important preliminary data; therefore, a long term green crab removal program must be initiated to meet the conservation priorities to conserve and protect the MPA and its ecologically significant species.

4.0 CONTRACT PERIOD

The contract period is from date of award to January 31, 2018 inclusive.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (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.

5.0 OBJECTIVES

The main objectives of this Contract are to ensure that the removal of the invasive species align with the Green Crab Research Proposal and the Basin Head MPA Operational Management Plan. The aim of this project is to reduce the number of crabs and size of crabs – controlling the population; thus, reducing the prey interaction on the blue mussels which are important substrate for Irish moss stability.

6.0 TASKS

The Contractor's resources are responsible for, but not limited to, the following tasks:

6.1 Sampling (year 1):

- Herring bait (one piece of fish) is placed in mesh bait bags inside each trap (bait and traps are supplied by DFO through a loan agreement – loan agreement applicable only to traps) at initial deployment time and every consequent time the trap is fished. Thirty-four traps must be deployed the Monday after point of award. Traps can either be singles, sets of twos or threes. Figure 1, demonstrates a 3 trap set; each trap is tied and separated by 3 m of rope, and placed in at least 1 m of water (low tide). All sets of traps, even singles, must be anchored with a cinder block on one end and with a marker buoy; a 9 inch buoy must be tied to the other end.



- All sites must be accessible by road, foot, canoe and/or Jon boat.
- Traps are to be fished 2-3 times a week for the months of August, September and November. For the months of July and October, they must be fished every 24 hours. During the 24 hour cycle, traps must be deployed Monday morning, fished Tuesday, Wednesday, Thursday and Friday. Data from traps lifted on Monday morning after 48h of fishing, must be analyzed separately. All traps must be removed at the end of the 6 months trapping program.
- Crabs from each set of traps must be counted and placed into a mesh bag labeled with site #, date and time. All bagged crabs must be euthanized in a freshwater bath. After a 24 h exposure to freshwater, a weekly sub-sample (1/3 of the catch) of the crabs from each site must be processed (counted, sexed and measured).
- After the crabs have been processed, they must be disposed at a composting facility or tilled in farm land.
- All by-catch must be counted, identified by species and released alive on site.
- For more details on the sampling protocol please refer to Appendix 1.
- All traps should be GPS at initial deployment, if trapping efforts have exceeded, traps must be moved and a new GPS way point must be recorded.

Sampling (year 2-4):

- Herring bait (one piece of fish) is placed in mesh bait bags inside each trap (bait and traps are supplied by DFO through a loan agreement – loan agreement applicable only to traps) at initial deployment time and every consequent time the trap is fished. Thirty-four traps must be deployed the Monday after point of award. Traps can either be singles, sets of twos or threes. Figure 1, demonstrates a 3 trap set; each trap is tied and separated by 3 m of rope, and placed in at least 1 m of water (low tide). All sets of traps, even singles, must be anchored with a cinder block on one end and with a marker buoy; a 9 inch buoy must be tied to the other end.
- All sites must be accessible by road, foot, canoe and/or Jon boat.
- Traps are to be fished 2-3 times a week for the months of May, June, August, September and November. For the months of July and October, they must be fished every 24 hours. During the 24 hour cycle, traps must be deployed Monday morning, fished Tuesday, Wednesday, Thursday and Friday. Data from traps lifted on Monday morning after 48h of fishing, must be analyzed separately. All traps must be removed at the end of the 6 months trapping program.
- Crabs from each set of traps must be counted and placed into a mesh bag labeled with site #, date and time. All bagged crabs must be euthanized in a freshwater bath. After a 24 h exposure to freshwater, a weekly sub-sample (1/3 of the catch) of the crabs from each site must be processed (counted, sexed and measured).



- After the crabs have been processed, they must be disposed at a composting facility or tilled in farm land.
 - All by-catch must be counted, identified by species and released alive on site.
 - For more details on the sampling protocol please refer to Appendix 1.
 - All traps should be GPS at initial deployment, if trapping efforts have exceeded, traps must be moved and a new GPS way point must be recorded.
- 6.2 Prior to field work, all staff undertaking the work in the contract must meet with the DFO Project Authority at the Contractor's office for a 1 hour in-house training session and a 4 hour field training session. Field equipment, protocols, permits, excel and field sheets must be provided at this time.
- 6.3 The Contractor will require the use of a Jon boat and a canoe. They must sign a DFO loan agreement and will be responsible for all government owned equipment for the duration of the project. It is important to note that the Jon boat with a battery operated motor must be used only in Zone 2. The use of a motor in Zone 1 is strictly prohibited. The Contractor is also responsible for cleaning and storing DFO's equipment for the duration of the project.
- 6.4 The Contractor is to ensure that they have adequate resources (e.g. staff and vehicles to transport the boat and other equipment to the Basin Head sites) to undertake the work.
- 6.5 The field work must be carried out by 2 technicians at all times. The Contractor must ensure quality control and quality assurance of the data collected and that the species identification (by-catch) and data entry on the datasheet is correct. Please note, the data entry must be done by the Contractor, using the template provided. If training is needed for data entry, the Contractor must make arrangements with the Project Authority to set up a training session that works for both parties. The training session must take place at least one week prior to field work.
- 6.6 At the end of each week, the Green crab data (count and measurements) must be submitted electronically to the DFO Project Authority in the format requested (Microsoft Excel®). A template will be provided and must be followed.
- 6.7 The Contractor must return all government owned equipment to the Charlottetown DFO Area Office and the original datasheets must be sent by mail to the Gulf Fisheries Centre, 343 Université Avenue, Moncton, NB, E1C 9B6 to the DFO Project Authority by January 31 of each year. Scanned copies can also be sent electronically to the Project Authority, no later than January 31 of each year.

7.0 DELIVERABLES AND TIMELINES

The Contractor's resources are responsible for producing the following deliverables in the expected timeframes:

Table 1: Deliverables and timelines

For year 1 please start with 7.1 at time of award, skip 7.2 and go directly to correct month of the year for next deliverable (e.g. if awarded in July go to 7.3, if awarded in August go to 7.4.) then continue with deliverables.



For years 2-4 follow steps 7.1-7.11 as written.

| Deliverable | | Initial Contract Period (Contract award to January 31, 2018) | Option Period 1 (February 1, 2018 to January 31, 2019)* | Option Period 2 (February 1, 2019 to January 31, 2020)* | Option Period 3 (February 1, 2020 to January 31, 2021)* |
|-------------|--|---|--|--|--|
| 7.1 | Deployment of traps and GPS each trap location (trap locations may change each year) | Week 1 – June | Week 1 – June | Week 1 – June | Week 1 – June |
| 7.2 | Fish traps, sub-sample and process 1/3 of sample weekly. | Weeks 1-4 – June | Weeks 1-4 – June | Weeks 1-4 – June | Weeks 1-4 – June |
| | Email electronic data to Project Authority | Week 4 – June | Week 4 – June | Week 4 – June | Week 4 – June |
| 7.3 | Fish traps, sub-sample and process 1/3 of sample weekly. | Weeks 5-8 – July | Weeks 5-8 – July | Weeks 5-8 – July | Weeks 5-8 – July |
| | Email electronic data to Project Authority | Week 8 – July | Week 8 – July | Week 8 – July | Week 8 – July |
| 7.4 | Fish traps, sub-sample and process 1/3 of sample weekly. | Weeks 9-12 – August | Weeks 9-12 – August | Weeks 9-12 – August | Weeks 9-12 – August |
| | Email electronic data to Project Authority | Week 12 - August | Week 12 - August | Week 12 - August | Week 12 - August |
| 7.5 | Fish traps, sub-sample and process 1/3 of sample weekly. | Weeks 13-16 – September | Weeks 13-16 – September | Weeks 13-16 – September | Weeks 13-16 – September |
| | Email electronic data to Project Authority | Week 16 - September | Week 16 - September | Week 16 - September | Week 16 - September |
| 7.6 | Fish traps, sub-sample and process 1/3 of sample weekly. | Weeks 17-20 – October | Weeks 17-20 – October | Weeks 17-20 – October | Weeks 17-20 – October |
| | Email electronic data to Project Authority | Week 20 – October | Week 20 – October | Week 20 – October | Week 20 – October |
| 7.7 | Fish traps, sub-sample and process 1/3 of sample weekly. | Weeks 21-24 – November | Weeks 21-24 – November | Weeks 21-24 – November | Weeks 21-24 – November |
| 7.8 | Remove all traps, clean equipment and return to DFO, Area Office, Charlottetown | Last day of Week 24 - November | Last day of Week 24 - November | Last day of Week 24 - November | Last day of Week 24 - November |
| 7.9 | Email electronic data to Project Authority | First day of week 25 – December | First day of week 25 – December | First day of week 25 – December | First day of week 25 – December |
| 7.10 | Prepare draft final report | Weeks 25-32 - December | Weeks 25-32 - December | Weeks 25-32 - December | Weeks 25-32 - December |
| 7.11 | Submit final report to Project Authority | By January 31, 2018 | By January 31, 2019 | By January 31, 2020 | By January 31, 2021 |

*** Although the option periods are continuous, the actual field work will commence in June of each year.**



In addition, trapping must be carried out for a minimum of 6 months. The final report is due by January 31 of each year. The schedule above must be used to plan, monitor and coordinate tasks and resources.

8.0 LOCATION OF WORK

The majority of the Contractor's activities are based in the field. The Contractor must be prepared to work outside in all weather conditions, in isolated areas and around water. The Contractor is also expected to complete the work associated with this Contract at the Contractor's own office.

A list of work sites for each geographic area is provided in the Appendix.

9.0 ESTIMATED LEVEL OF EFFORT

| Description | Initial Contract Period (Contract award to January 31, 2018) | Option Period 1 (February 1, 2018 to January 31, 2019) | Option Period 2 (February 1, 2019 to January 31, 2020) | Option Period 3 (February 1, 2019 to January 31, 2021) |
|---|---|---|---|---|
| Technical assistance as required to complete the Green Crab Removal Program in Basin Head MPA | Up to 1200 Hrs* | Up to 1200 Hrs* | Up to 1200 Hrs* | Up to 1200 Hrs* |

10.0 PROJECT MANAGEMENT CONTROL PROCEDURES

All technical details of the work under this Contract must be addressed through the Project Authority whereas the Contracting Authority is responsible for the management of the Contract. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal requests. Any changes to the Contract must be authorized in writing by the Contracting Authority through a Contract amendment.

11.0 METHOD AND SOURCE OF ACCEPTANCE

All services rendered under this Contract are subject to inspection by the Project Authority who shall have the right to reject any service that is not considered satisfactory, or require their correction before payment will be authorized. Payment will only be made following acceptance of final deliverable(s).

12.0 OWNERSHIP OF INTELLECTUAL PROPERTY

All results and correspondence from this project are the property of DFO, and must not be released or distributed by the Contractor without the prior permission of DFO, or unless specifically required by law.

13.0 CONSTRAINTS

The DFO Basin Head researcher will not always be present while technical assistance is being provided, thus the Contractor must have in place the appropriate health and safety protocols while conducting field work. The boat operator must have an up-to-date Pleasure Craft Operator certification and Standard First Aid course or must obtain one before commencing field work.



The Contractor must comply with all laws, regulations and the Canada Labour Code, relating to the work, whether federal, provincial or municipal, as if the work was being conducted for a person other than Her Majesty, and must pay for all certificates required in respect of the execution of the work.

14.0 LANGUAGE OF WORK

All deliverables must be submitted in either English or French; this will be to the Contractor's discretion.

15.0 INSURANCE REQUIREMENTS

The Contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance with insurance requirements does not release the Contractor from or reduce its liability under the Contract nor any related contracts.

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

16.0 DFO SUPPORT

1. DFO must provide a Project Authority who must help manage activities, provide scientific review and feedback on products and direction of the Contract as required.
2. DFO must provide the Contractor with a template of the Microsoft Excel® spreadsheet for the green crab data electronically upon point of Award.
3. DFO must provide the following equipment to complete the work: crab, bait bags, bait, rope, marker boys, 9 inch buoys, cinder blocks, clip board, field sheets, mesh bags, re-usable cable ties, calipers, Jon boat, trap ID tags and pencils. At the end of the field sampling, all equipment must be returned to DFO, clean and in working order unless previously indicated.

17.0 CONTRACTOR'S OBLIGATIONS

1. The Contractor must use their own computer and associated equipment (e.g. mouse, keyboard) to perform the requirements of this Contract.
2. The Contractor must complete the requirements of this Contract outside of federally owned or leased property.
3. The Contractor is prohibited from entering into sub-contracts without prior permission from the Contracting Authority.
4. The Contractor must comply with all applicable workers' compensation legislation.
5. Any problems with the equipment (traps, Jon boat, calipers, etc.) must be reported to the Project Authority as soon as possible. Please see Table 2 for a complete list of equipment.

18.0 TRAVEL AND LIVING

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



APPENDIX 1: Green Crab Removal Program

OVERVIEW

This project is designed to remove as many green crabs as possible to conserve and to protect the ecological integrity of the Basin Head Marine Protected Area. Green crabs must be trapped, processed, euthanized in a freshwater bath and then composted.

PROTOCOL

Examples of possible sampling locations are mapped in Figure 2. The location of the sites, once determined, must be recorded with a GPS.

All sites must be accessible by road, canoe or by Jon boat. The lagoon, zone 2, can be accessed by a Jon boat and the Contractor must use this type of boat for safety reasons. It is important to note that the use of a Jon Boat with a battery operated motor is only permitted in Zone 2 (see figure 3).

For July and October, traps are deployed on the Monday morning and fished every 24 hours, on the Tuesday, Wednesday, Thursday and Friday, for a minimum of 20 days each month. For the remainder of the months, the traps are fished 2-3 times a week. The traps must remain in the water over the weekend and fished again on the Monday morning. Traps left in the water over the weekend, statutory holidays or if weather limits a fishing day, record it on the data sheet because anything fished over 24 hours must be analyzed separately. A sub-sample of the crabs trapped, (1/3 of the catch) must be processed (counted, measured and sexed) at a minimum once a week, more if needed.

Prior to field work, all equipment must be ready. 34 traps must be provided to the Contractor. Refer to Figure 1 for example of trap arrangement. One piece of bait (one full fish) is sufficient to bait the trap. Carefully place each individual trap up side right, stretching out the rope between each trap and carefully placing the cinder block to avoid sediment disturbance. Once deployed, move to the next site and follow the same instructions. After 24 hours, (July and October only) return to each trap site and retrieve the traps one at a time. Remove and count all green crabs from the set of traps and place the crabs in a mesh bag, properly labelled with trap site, time and date. Count, identify and record all by-catch on the waterproof field sheets for each set of traps. Release all by-catch immediately. At the end of each day, place crabs in a freshwater bath. Use plastic calipers to measure 1/3 of the catch. Once all crabs are processed, dispose of them at a composting facility.

Recommendations

- It is recommended going out when tide is falling; start with road accessible sites (west side of lagoon) then work your way into the arm. Traps must be submerged in at least 1 m of water at all times to reduce risk of drying out, overloading with Ulva and flipping over.



Figures

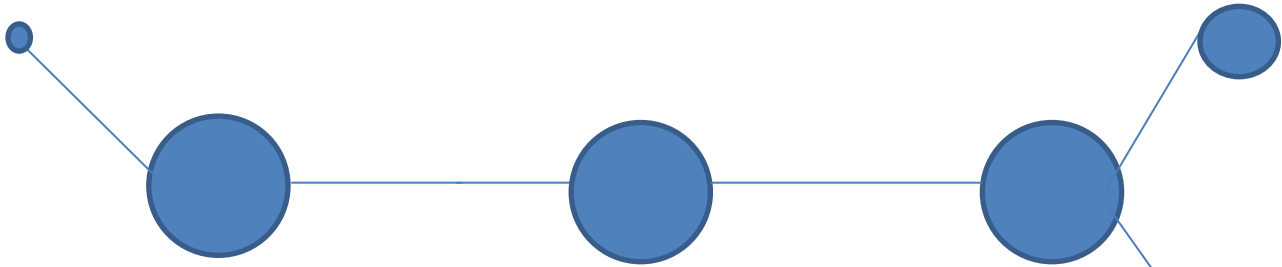


Figure 1. A set of 3 traps, 3 m apart. At one end, a marker buoy, at the other end, a cinder block with a 9 inch buoy.



Figure 2. Map of Basin Head marked with 15 trap sites, 4 single traps in the arm (12-15), 1 Russell trap (11) and 10 sets of 3 Fukui traps (1-10), for a total of 34 individual traps.

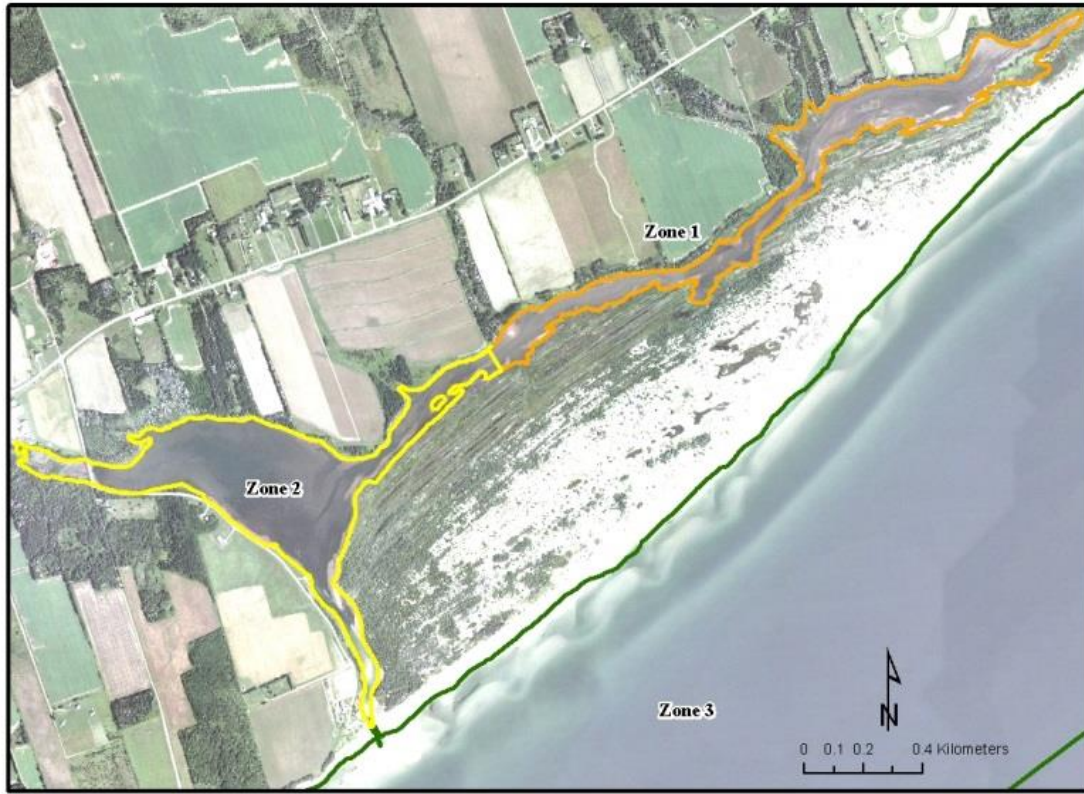


Figure 3. Map of zones found in Basin Head, PE.



Table 2. Equipment and supplies needed.

| Equipment/Supplies needed to conduct field work | Equipment on Loan from DFO | Equipment Purchased by DFO | Equipment Purchased by Contractor |
|--|-----------------------------------|-----------------------------------|--|
| Fukui Traps | X | X | |
| Motor | X | X | |
| Battery/charger | X | X | |
| Waterproof bag | | | X |
| Reusable Mesh Bags | X | | X |
| Fish totes*8 | X | | X |
| Calipers | X | X | |
| Deepfreeze | | | X |
| Jon boat (14 ft) | X | | |
| Boat trailer | X | | |
| Herring bait | N/A | | |
| Reusable Cable Ties | X | X | |
| Cinder blocks | X | X | |
| Marker buoys | X | | |
| Large buoys | X | | |
| Rope | X | X | |
| ID tags | X | | |
| Waterproof paper | X | | |
| Pencils | X | | |
| Clipboard with cover | | | X |
| Sharpie | X | | |
| Electronic data template | X | | |
| Thermal gloves | | | X |
| Phone | | | X |
| Xactic box | X | X | |
| Waders | | | X |
| Rubber boots | | | X |
| Survival suits | | | X |
| Life jackets | | | X |
| Sun hat | | | X |
| Rain gear | | | X |
| Sun glasses | | | X |
| First Aid Kit | | | X |



ANNEX "B" BASIS OF PAYMENT

TERMS OF PAYMENT

For the provision of all professional services, including all associated costs necessary to carry out the required work.

Payment for the Contract will be made in multiple payments as detailed in the table below:

Table A – Initial Contract Period (contract award to January 31, 2018)

| Payment | Description | Price |
|--|--|----------|
| 1 | Upon submission and acceptance of electronic data report to Project Authority for deliverables 7.1 to 7.2 | \$ _____ |
| 2 | Upon submission and acceptance of electronic data report to Project Authority for deliverable 7.3 | \$ _____ |
| 3 | Upon submission and acceptance of electronic data report to Project Authority for deliverable 7.4 | \$ _____ |
| 4 | Upon submission and acceptance of electronic data report to Project Authority for deliverable 7.5 | \$ _____ |
| 5 | Upon submission and acceptance of electronic data report to Project Authority for deliverable 7.6 | \$ _____ |
| 6 | Upon submission and acceptance of electronic data report to Project Authority for deliverables 7.7, 7.8, and 7.9 | \$ _____ |
| 7 | Upon submission and acceptance of draft and final report (deliverables 7.10 and 7.11) | \$ _____ |
| Subtotal to conduct the work: | | \$ _____ |
| Taxes _____% | | \$ _____ |
| Total Cost to conduct the work (excluding taxes): | | \$ _____ |

Table B – Option Period 1 (February 1, 2018 January 31, 2019)

| Payment | Description | Price |
|--|--|----------|
| 1 | Upon submission and acceptance of electronic data report to Project Authority for deliverables 7.1 to 7.2 | \$ _____ |
| 2 | Upon submission and acceptance of electronic data report to Project Authority for deliverable 7.3 | \$ _____ |
| 3 | Upon submission and acceptance of electronic data report to Project Authority for deliverable 7.4 | \$ _____ |
| 4 | Upon submission and acceptance of electronic data report to Project Authority for deliverable 7.5 | \$ _____ |
| 5 | Upon submission and acceptance of electronic data report to Project Authority for deliverable 7.6 | \$ _____ |
| 6 | Upon submission and acceptance of electronic data report to Project Authority for deliverables 7.7, 7.8, and 7.9 | \$ _____ |
| 7 | Upon submission and acceptance of draft and final report (deliverables 7.10 and 7.11) | \$ _____ |
| Subtotal to conduct the work: | | \$ _____ |
| Taxes _____% | | \$ _____ |
| Total Cost to conduct the work (excluding taxes): | | \$ _____ |



Table C – Option Period 2 (February 1, 2019 January 31, 2020)

| Payment | Description | Price |
|--|--|----------|
| 1 | Upon submission and acceptance of electronic data report to Project Authority for deliverables 7.1 to 7.2 | \$ _____ |
| 2 | Upon submission and acceptance of electronic data report to Project Authority for deliverable 7.3 | \$ _____ |
| 3 | Upon submission and acceptance of electronic data report to Project Authority for deliverable 7.4 | \$ _____ |
| 4 | Upon submission and acceptance of electronic data report to Project Authority for deliverable 7.5 | \$ _____ |
| 5 | Upon submission and acceptance of electronic data report to Project Authority for deliverable 7.6 | \$ _____ |
| 6 | Upon submission and acceptance of electronic data report to Project Authority for deliverables 7.7, 7.8, and 7.9 | \$ _____ |
| 7 | Upon submission and acceptance of draft and final report (deliverables 7.10 and 7.11) | \$ _____ |
| Subtotal to conduct the work: | | \$ _____ |
| Taxes _____% | | \$ _____ |
| Total Cost to conduct the work (excluding taxes): | | \$ _____ |

Table D – Option Period 3 (February 1, 2020 January 31, 2021)

| Payment | Description | Price |
|--|--|----------|
| 1 | Upon submission and acceptance of electronic data report to Project Authority for deliverables 7.1 to 7.2 | \$ _____ |
| 2 | Upon submission and acceptance of electronic data report to Project Authority for deliverable 7.3 | \$ _____ |
| 3 | Upon submission and acceptance of electronic data report to Project Authority for deliverable 7.4 | \$ _____ |
| 4 | Upon submission and acceptance of electronic data report to Project Authority for deliverable 7.5 | \$ _____ |
| 5 | Upon submission and acceptance of electronic data report to Project Authority for deliverable 7.6 | \$ _____ |
| 6 | Upon submission and acceptance of electronic data report to Project Authority for deliverables 7.7, 7.8, and 7.9 | \$ _____ |
| 7 | Upon submission and acceptance of draft and final report (deliverables 7.10 and 7.11) | \$ _____ |
| Subtotal to conduct the work: | | \$ _____ |
| Taxes _____% | | \$ _____ |
| Total Cost to conduct the work (excluding taxes): | | \$ _____ |

| TOTAL ESTIMATED PRICE | |
|---|----------|
| Table A – Initial Contract Period | \$ _____ |
| Table B – Optional Period One | \$ _____ |
| Table C – Optional Period Two | \$ _____ |
| Table D – Optional Period Three | \$ _____ |
| Total Evaluated Price (EXCLUSIVE OF TAXES) | \$ _____ |



ANNEX "C" EVALUATION CRITERIA

Evaluation of Proposals

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

Bidders are advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example, Project 1 timeframe is July 2009 to December 2009; Project 2 timeframe is October 2009 to January 2010; the total months of experience for these two project references is seven (7) months.

For the Bidder's examples and for each of the proposed resources, project experience is to be used to demonstrate compliancy.

Please note that partial points will not be awarded.

For each project that is cited as experience, the following information should be identified on the proposed resource's compliance grid and resume:

- The client organization;
- The dates/duration of the project (indicating the years/months of engagement and the start and end dates of the work);
- A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resources;
- A description of the role and activities performed by the proposed resources; and,
- The name and contact information of the client Project Authority.

Note to Bidders: The evaluation to be performed by DFO will be based solely on information contained in the Bidder's Proposal.

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 and will not be given further consideration. Each mandatory technical criterion should be addressed separately.

| <u>No.</u> | <u>Mandatory Criteria</u> | <u>MET/NOT MET</u> [DFO use only] | <u>Cross Reference to Proposal</u> [Bidder to provide] |
|------------|---|--------------------------------------|---|
| <u>M1</u> | The Bidder must provide proof of a minimum of one (1) field season experience, within the past three (3) field seasons in crustacean trapping in estuarine and/or marine environments. | | |
| <u>M2</u> | The Bidder must outline their capability and staffing plan to adhere to the daily trapping, sub-sampling, processing | | |



| | | | |
|--|---------------------------------------|--|--|
| | schedule and data entry requirements. | | |
|--|---------------------------------------|--|--|

Point Rated Technical Criteria:

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. It is imperative that these criteria be addressed in sufficient depth in the Bidder's proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals accordingly. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Proposals **MUST** achieve a minimum score of **42 points** of the Rated Requirements in order to be deemed technically responsive. Proposals which fail to attain at least **42 points** of a total score for the Rated Requirements will be deemed non-responsive and given no further consideration.

| Rated Criteria (maximum 70 points/minimum 42 points) | | | | |
|---|--|------------------------------|---|---|
| R1 Experience | | | | |
| <u>No.</u> | <u>Rated Criteria</u> | <u>Maximum Points</u> | <u>Points Breakdown</u> | <u>Please Cross Reference to Specific pages in your Proposal [COMPLETED BY BIDDER]</u> |
| <u>R1.A</u> | The Bidder should demonstrate, using project descriptions, that it has previous experience working on projects involved in crustacean trapping and processing, which included navigating a small boat in an estuarine environment. | <u>35 points</u> | 0 to 1 field season = 0 points 2 field seasons = 15 points 3 field seasons = 25 points 4 or more field seasons = 35 points | |
| <u>R1.B</u> | The Bidder should demonstrate experience in the coordination, management and quality assurance of staff undertaking field work and data collection, where staff worked independently without direct supervision. | <u>15 points</u> | 0 field season = 0 points 1 field season = 5 points 2 field seasons = 10 points 3 or more field seasons = 15 points | |
| Total R1 Evaluated Score: | | | | |
| R2 Approach and Methodology | | | | |



0 points: Unsatisfactory: No details provided. No approach and/or methodology was proposed.

5 points: Incomplete or limited explanation of how it will meet this requirement. The approach and/or methodology lack structure and coherence. Very few details are provided and some elements were not clearly addressed; major deficiencies exist with the objective and expected outcomes of this requirement. The Bidder does not demonstrate the minimum capability to meet any of the elements of the requirement.

10 points: Acceptable and adequate explanation of how it will meet this requirement. The approach and/or methodology is structured and coherent; although most of the major necessary details are provided, there are several minor deficiencies with the objective and expected outcomes of this requirement. Some minor elements were not clearly addressed. The Bidder demonstrates the minimum acceptable capability to meet most elements.

15 points: Good explanation of how it will meet this requirement. The approach and/or methodology is structured and coherent and most of the necessary details are provided; minor deficiencies exist with the objective and expected outcomes of this requirement. The Bidder demonstrates the capability to adequately meet all elements of the requirement.

20 points: Excellent and in-depth and specific explanation on how it will meet this requirement. The approach and/or methodology and/or understanding is structured, coherent, and all necessary details are provided. No deficiencies exist. The Bidder demonstrates an understanding of the objective and expected outcomes of this requirement. The Bidder demonstrates the capability to fully meet all elements of the requirement.

| <u>No.</u> | <u>Rated Criteria</u> | <u>Maximum Points</u> | <u>Points Breakdown</u> | <u>Please Cross Reference to Specific pages in your Proposal</u> [COMPLETED BY BIDDER] |
|---|--|-----------------------|---|--|
| <u>R2.A</u> | The Bidder should describe and demonstrate its intended approach for the weekly known activities (e.g. trapping, sub-sampling, processing, and disposal) and management to complete the tasks identified in the Statement of Work. | <u>20 points</u> | Unsatisfactory = 0 points Incomplete or limited explanation = 5 points Acceptable explanation = 10 points Good explanation = 15 points Excellent Explanation = 20 points | |
| Total R2 Evaluated Score: | | | | |
| Total points (R1, R2) 70 points maximum/42 points minimum: | | | | <u>70</u> |