



**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 STANDING OFFER (RFSO)

DEMANDE D'OFFRES À COMMANDES (DOC)

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 Benthic Invertebrate and sediments analysis		Date December 24, 2020
Solicitation No. – N° de l'invitation F5211-190696		
Client Reference No. – No. De référence du client F2402-190404		
Solicitation Closes – L'invitation prend fin At / à : 14 :00 AST (Atlantic Standard Time) On / le : January 29, 2021		
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 Emmanuelle Porter Senior Contracting Officer Fisheries and Oceans Canada Email – courriel : DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison propose	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur :		
Telephone No. – No. de telephone	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 Introduction

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

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

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

1.2 Summary

DFO is seeking a lab to to obtain accurate and precise taxonomic identification of marine benthic invertebrates from a variety of sample types. Identification to the lowest taxonomic level (ideally species) is required to obtain information on species abundance and community composition. Work may include developing a specimen reference collection. The contract also may include analysis of species biomass and/or of sediment associated with sites where benthic invertebrates were collected. These services are required on request only, as and when needed.

One (1) Standing Offer will be issued for this requirement.

Standing Offer Period will be from date of issuance until March 31, 2023 with one (1) three (3) year optional period that may be exercised by DFO.

1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [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.

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

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

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Offers

Offers must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

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

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4 **Applicable Laws**

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

- Section I: Technical Offer (1 soft copy in PDF format);
- Section II: Financial Offer (1 soft copy in PDF format);
- Section III: Certifications (1 soft copy in PDF format);

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment". The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Section 5.2.3.2 Electronic Payment Instruments, to identify which ones are accepted.

If Section 5.2.3.2 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-6), Exchange Rate Fluctuation

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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 [70%] and Price [30%]

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 **91** points overall for the technical evaluation criteria which are subject to point rating and obtain the minimum number of points for specific criteria listed.

The rating is performed on a scale of **140** 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 equal 135 and the lowest evaluated price is \$45,000 (45).

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

SACC Manual clause [M3020T](#) (2016-01-28) Status of Availability of Resources

5.2.3.2 Electronic Payment Instruments

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

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

5.3 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [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 Superannuation 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 Offeror a FPS in receipt of a pension?

YES () NO ()

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

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

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

Work Force Adjustment Directive

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

YES () NO ()

If so, the Offeror must provide the following information:

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

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

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

Date

Print Name of Signatory

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

The following security requirements apply and form part of the Standing Offer:

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party which contain security requirements are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the contract with security requirement).

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

A7.1 Offer

A7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

A7.2 Security Requirements

A7.2.1 The following security requirements apply and form part of the Standing Offer:

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party which contain security requirements are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the contract with security requirement).

A7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [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.

A7.3.1 General Conditions

[2005 \(2017-06-21\)](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

A7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a semi-annual basis to the Standing Offer Authority.

The semi-annually reporting periods are defined as follows:

- Report 1: From contract award (first year) and April 1 to September 30;
- Report 2: October 1 to March 31

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.

A7.4 Term of Standing Offer

A7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of Standing Offer Award to March 31, 2023.

A7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) three (3) years period, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

A7.5 Authorities

A7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Emmanuelle Porter
Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive
Fredericton, New Brunswick, E3C 2M6
Telephone: 506-452-3518
E-mail address: DFOtenders-soumissionsMPO@DFO-MPO.GC.CA

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

A7.5.2 Project Authority

The Project Authority for the Standing Offer is: *(to be identified at Standing Offer award)*

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

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

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

A7.5.3 Offeror's Representative *(to be identified at Standing Offer award)*

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

A7.6 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.

A7.7 Identified Users

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

A7.8 Call-up Procedures

A7.8.1 Any call-up for Work against this Standing Offer will be processed as follows:

A7.8.1.1 The Technical Authority will provide the Offeror with the following information:

- i. the description of the services required and the location coordinates;
- ii. the schedule deemed acceptable by the identified User, if applicable.

A7.8.1.2 The cost per service call will be established in accordance with the Basis of Payment, attached hereto as Annex "B".

A7.8.1.3 The Offeror will be authorized by the identified User to proceed with the Work by the issuance of a duly completed and signed Call-up from a Purchase Order form. The Offeror shall not commence any work until it has received a Call-up which is signed by the Identified User. The Offeror acknowledges that any and all work performed in the absence of a signed call-up will be done at its own risk, and Canada shall not be liable for payment therefore.

A7.8.2 A call-up made against this Standing Offer shall form a contract only for those goods or services, or both, which have been called-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

A7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the call-up form PWGSC-TPSGC 942 – Call-up Against a Standing Offer.

A7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$90,000.00 (Applicable Taxes included).

A7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (to be provided upon standing offer award) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

A7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010B (2020-05-28), General Conditions – Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offer Reporting
- h) the Offeror's offer dated _____ (to be inserted at Standing Offer Award).

A7.13 Certifications and Additional Information

A7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

A7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.
(to be inserted at standing offer award)

B. RESULTING CONTRACT CLAUSES

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

B7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

B7.2 Standard Clauses and Conditions

B7.2.1 General Conditions

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

B7.3 Term of Contract

B7.3.1 Period of the Contract

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

B7.3.2 Delivery Date

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

B7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

B7.5 Payment

B7.5.1 Basis of Payment

B7.5.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the contract, the Contractor will be paid firm unit price(s) as specified in Annex "B" for a cost of \$_____ (to be inserted at standing offer award). Customs duties are included and applicable taxes are extra.

B7.5.1.2 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.

B7.5.1.3 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.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the work, unless they have been approved, in writing, by the Contracting Authority before their incorporation of the work.

B7.5.2 Limitation of Price

SACC Manual clause [C6000C \(2017-08-17\)](#) Limitation of Price

B7.5.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada

B7.5.4 Electronic Payment of Invoices – Call-up

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

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

B7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. One (1) copy must be forwarded to the following email address:
DFO.invoicing-facturation.MPO@canada.ca
CC AP Coder: _____ (to be identified at Standing Offer award)
 - b. One (1) copy must be forwarded to the Project Authority identified in the call-up.

B7.7 Insurance

SACC Manual clause [G1005C \(2016-01-28\)](#) Insurance

ANNEX "A" STATEMENT OF WORK

1.0 Contract Title

Benthic Invertebrate and sediments analysis

2.0 Background Statement

Fisheries and Oceans Canada regularly takes benthic invertebrate and sediment samples in Canada's marine waters, in support of a variety of projects. These projects are a part of DFO's commitment to making significant new investments in ocean science to support key research on marine species and their habitats, as well as threats to our oceans and freshwater environments.

3.0 Objectives of the Requirement

The objective of this work is to obtain accurate and precise taxonomic identification of marine benthic invertebrates from a variety of sample types. Identification to the lowest taxonomic level (ideally species) is required to obtain information on species abundance and community composition. Work may include developing a specimen reference collection. The contract also may include analysis of sediment associated with sites where benthic invertebrates were collected. Fundamental to the success of this work is to ensure accuracy and continuity of identifications which will be achieved by employing internationally recognized experts in taxonomy and ensuring that identifications are conducted by those same experts during each year of collection.

4.0 Scope of Work

The Contractor will perform taxonomic enumeration and identification of benthic invertebrate samples, (infauna and epifauna) typically ranging in size from 250ml to 3L of material, and may or may not include the following: sorting, identification to species level (where possible), provide estimates of abundance, biomass estimates, creation of reference collections, and preservation of invertebrate samples in ethanol.

4.1 Tasks

The Contractor is responsible for completing some or all of the following tasks:

- Receiving - The Contractor will confirm receipt of samples from DFO and verify against the provided sample list. The Contractor will notify DFO of any discrepancies.
- Benthic Invertebrate Samples
 - Samples are to be sorted without sub-sampling (unless discussed and approved by Project Authority on a sample-specific basis).
 - Taxonomic enumeration and identification, to the lowest taxonomic classification, of benthic invertebrate samples. Biomass estimates are to be performed at the project investigator's request.
 - Non-benthic taxa will be identified but will not be used for abundance estimates. Identification is to be to species level where possible.
 - Quality assurance protocols (to be established in consultation with Project

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- Authority prior to sample processing) should be used while sampling and only experienced taxonomists should be conducting the analysis.
- Data must be entered into an Excel spreadsheet using standard templates to be established in consultation with Project Authority.
 - When unique or unusual specimens are encountered the Supplier will document the process followed for further identification, and provide documentation used to determine and identify the species (e.g. high-resolution images). The Supplier will provide the documentation, including digital files, to DFO. The images/files will be named according to the specimen's unique identification number (assigned by DFO prior to shipment), and provided using a clear and consistent filing method.
 - Once completed, samples are to be preserved in 95% ethanol.
- Reference collection (if required)
 - Specimens are to be used in the creation of a reference collection on a per port/location basis. Appropriate preservation of specimens for long term storage is required. Subject to consultation and approval by the Project Authority, Supplier may retain a subset of specimens for their internal collection.
 - Sediment Samples
 - Sediment samples taken from invertebrate collection sites will be characterized through analysis of sediment organic matter using loss on ignition (LOI), benthic chla (fluorimeter), and grain size (coulter counter) to define benthic habitats.
 - All instruments and techniques will be calibrated and standardized to match previous processing and analyses of samples from the same program.
 - Sample return
 - The Contractor must be able to coordinate the receipt of these samples within a 24 hour window to their facility.
 - Specimen reference collection (per location) is to be returned to the Project Authority upon completion of the project, along with pictures and documentation.
 - All sorted samples debris are to be returned to the Project Authority upon completion of the project, and samples are to be preserved in 95% ethanol.
 - Data/Information summary
 - Upon completion of work, the contractor will provide taxonomic identification information, abundance (and biomass, if requested) of specimens collected at each station in a Microsoft Excel spreadsheet, along with any notes or remarks, via email or flash drive. In addition to taxonomy, the spreadsheet summary will include the unique sample identification number, and collection information (i.e., date, location, deployment ID), for each specimen. It is critical that the identification information in the spreadsheet matches the **unique identification number** assigned to the specimen and any associated data sheet(s).

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- Similarly, sediment data will be provided via Microsoft Excel spreadsheet and, in addition to organic matter, chla, and grain size data, will include the unique sample identification number and collection information (i.e., date, location, deployment ID) for each sample.
 - The Supplier will retain a copy of these spreadsheets for a minimum of two years after its submission to DFO.
 - The Contractor shall report immediately, any problems to the Project Authority so the appropriate action can be taken to ensure the contract can be completed within the contract period.

5.0 Constraints

Data generated during this contract is the property of DFO and cannot be shared or published without written consent of the Project Authority. An agreement will be put in place that will outline the specifics associated with sample transfer, ownership, responsibilities and publications. If the Supplier needs to sub-contract expertise of external scientists/taxonomists, Sub-Suppliers are held to the same constraints as the Supplier regarding publication and sharing of material and data stipulated in this contract and the Material Transfer Agreement.

6.0 Departmental Support

DFO is responsible for providing the Contractor with benthic samples (shipping samples), samples list, and excel template for data compilation.

7.0 Location of Work

Work shall be performed at Contractor's own place of business with a location that is capable to receive samples from DFO within a 24 hour window to their facility in order to maintain and assure integrity of the sample.

8.0 Anticipated Level of Effort

Dependent on the number and type of samples submitted.

9.0 Method and Source of Acceptance

All services rendered under any Contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any service that is not considered satisfactory, or require their correction before payment will be authorized.

10.0 Travel and Living Expenses

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

11.0 Project Reporting

The Contractor's resource(s) must report to the Project Authority, and provide regular updates including:

- Bi-weekly Progress Reports identifying work completed during the reporting period and any work that is still outstanding

12.0 Language Requirements

The work for this Contract will be carried out in English. All deliverables must be submitted in English and the Contractor's resource(s) must have a basic proficiency in English for the written, verbal and comprehension areas as described in the table below.

Language Proficiency Grid			
	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • ask and answer simple questions; • give simple instructions; and, • give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • fully understand very simple texts; grasp the main idea of texts about familiar topics; and, • read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • sustain a conversation on concrete topics; report on action taken; • give straightforward instructions to employees; and, • provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • grasp the main idea of most work-related texts; • identify specific details; and, • distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • support opinions, and understand and express hypothetical and conditioned ideas. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • understand most complicated details, inferences and fine points of meaning; and, • have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • write texts where ideas are developed and presented in a coherent manner.

ANNEX "B" BASIS OF PAYMENT

The Contractor will be paid in accordance with the following basis of Payment for all professional services, including all associated costs necessary to carry out the required work in accordance with the Contract.

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

INITIAL CONTRACT PERIOD (contract award to March 31, 2023):

Table A (Year 1 & 2)

Item #	Deliverable	Price (A) Year 1&2	Estimated Annual quantity (B)	Estimated Total price (C) (A) x (B) = C
	Invertebrates		(for evaluation purposes only)	(for evaluation purpose only)
1	Taxonomy only (species/ abundance; provided samples sorted by species)	\$ _____ per sample	50	
2	Full sort and Taxonomy (species/abundance)	\$ _____ per sample	200	
3	Biomass (by species; additional cost when full sort and taxonomy already completed)	\$ _____ Per sample	200	
4	Voucher specimen identification	\$ _____ Per species	4	
5	Reference Collection	\$ _____ per project	50	
	Sediment			
6	Organic content analysis	\$ _____ per sample	50	
7	Pigment analysis	\$ _____ per sample	50	
			Total price (for evaluation purposes only)	

Table B Year 3 (April 1, 2023 to March 31, 2024):

Item #	Deliverable	Price (A) Year 1&2	Estimated Annual quantity (B)	Estimated Total price (C) (A) x (B) = C
	Invertebrates		(for evaluation purposes only)	(for evaluation purpose only)
1	Taxonomy only (species/ abundance; provided samples sorted by species)	\$ _____ per sample	50	
2	Full sort and Taxonomy (species/abundance)	\$ _____ per sample	200	
3	Biomass (by species; additional cost when full sort and taxonomy already completed)	\$ _____ Per sample	200	
4	Voucher specimen identification	\$ _____ Per species	4	
5	Reference Collection	\$ _____ per project	50	
	Sediment			
6	Organic content analysis	\$ _____ per sample	50	
7	Pigment analysis	\$ _____ per sample	50	
	Total price (for evaluation purposes only)			

Year 4 (April 1, 2024 to March 31, 2025):

Table C

Item #	Deliverable	Price (A) Year 1&2	Estimated Annual quantity (B)	Estimated Total price (C) (A) x (B) = C
	Invertebrates		(for evaluation purposes only)	(for evaluation purpose only)
1	Taxonomy only (species/ abundance; provided samples sorted by species)	\$ _____ per sample	50	
2	Full sort and Taxonomy (species/abundance)	\$ _____ per sample	200	
3	Biomass (by species; additional cost when full sort and taxonomy already completed)	\$ _____ Per sample	200	
4	Voucher specimen identification	\$ _____ Per species	4	
5	Reference Collection	\$ _____ per project	50	
	Sediment			
6	Organic content analysis	\$ _____ per sample	50	
7	Pigment analysis	\$ _____ per sample	50	
	Total price (for evaluation purposes only)			

Year 5 (April 1, 2025 to March 31, 2026):

Table D

Item #	Deliverable	Price (A) Year 1&2	Estimated Annual quantity (B)	Estimated Total price (C) (A) x (B) = C
	Invertebrates		(for evaluation purposes only)	(for evaluation purpose only)
1	Taxonomy only (species/ abundance; provided samples sorted by species)	\$ _____ per sample	50	
2	Full sort and Taxonomy (species/abundance)	\$ _____ per sample	200	
3	Biomass (by species; additional cost when full sort and taxonomy already completed)	\$ _____ Per sample	200	
4	Voucher specimen identification	\$ _____ Per species	4	
5	Reference Collection	\$ _____ per project	50	
	Sediment			
6	Organic content analysis	\$ _____ per sample	50	
7	Pigment analysis	\$ _____ per sample	50	
	Total price (for evaluation purposes only)			

TOTAL ESTIMATED PRICE (FOR EVALUATION PURPOSES ONLY)	
Table A: Standing Offer Year 1	\$ _____
Table B: Standing Offer Year 2	\$ _____
Table C: Standing Offer Year 3	\$ _____
Table D: Standing Offer Year 4	\$ _____
Total bid cost (excluding taxes):	\$ _____

ANNEX "C" STANDING OFFER REPORTING

Sample Report:

Call-up Date	Call-up Number	Description of Service/Purchase	Project Authority	Date of Completion of Work	Price	Qty	Extended Total

ANNEX “D” Mandatory Requirements

Bidders must meet all the mandatory requirements described below.

The Bidder must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number that contains the information to verify that the criteria has been met.

Evaluation Instructions – Mandatory Criteria

The experience of the Bidder must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

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

- The project name;
- The name of the client organization;
- The period during which the service was provided (month and year); and
- A detailed outline of the services provided

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

No.	Mandatory Requirement	Proposal Cross-reference Page (Bidder to Complete)
M1	The Bidder must provide an organizational profile. The organizational profile must include: <ul style="list-style-type: none"> • Significant dates (ie. Founding date); • Description of services and specializations; • Professional collaborations; • Material resources to provide definitive expert taxonomic identifications of eastern Arctic benthic marine invertebrates to species level wherever possible including, but not limited to, the following groups: Polychaetes, Crustacean, Mollusca, Echinodermata, Bryozoa, Hydrozoa, Porifera. 	
M2	The Bidder must have been in continuous business for longer than 10 years with taxonomic identification of marine benthic invertebrates. Bidder must provide a short summary with significant dates that demonstrate the 10 years continuity.	
M3	The Bidder must provide the names of resources that will be providing the taxonomic identification services. CVs must be submitted for each Proposed Resource.	
M4	The Bidder must demonstrate its facilities, equipment, and capacity for identification and short-term storage and custodianship of preserved specimens of Arctic marine invertebrates during the course of the project. A list of its equipment and a description of its facilities must be included in the bid.	

Point-Rated Requirements

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the table inserted below.

The Bidder must achieve a minimum score of 91 out of 140 points overall to be considered technically responsive. Bids failing to meet the minimum score of the Rated Requirements will be deemed non-responsive and given no further consideration.

Evaluation Instructions – Rated Criteria

The experience of the Bidder must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

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

- The project name;
- The name of the client organization;
- The period during which the service was provided (month and year); and
- A detailed outline of the services provided

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

No.	Technical Criteria	Point Breakdown	Evaluated Score	Proposal Cross-reference Page (Bidder to Complete)
R1	The Bidder's Proposed Resource should have a minimum of 36 months experience with taxonomic identification of Arctic marine benthic invertebrates. Note: Bidder must meet the minimum number of points required for this criterion.	0-35 months = 0 36-60 months = 10 61-108 months = 20 109+ months = 30 Minimum required points: 10	/30	
R2	The Bidder's Proposed Resource should have experience with sediment processing and analyses: <ul style="list-style-type: none"> • sediment organic matter using LOI technique • benthic chla using a fluorimeter • grain size using a coulter counter 	0-35 months = 0 36-60 months = 10 61-108 months = 20 109+ months = 30	/30	

R3	<p>The Bidder's Proposed Resource should have experience with writing peer-reviewed journal articles and/or book chapters on benthic taxonomic species descriptions and/or benthic biodiversity from the local Canadian to the pan-Arctic scale.</p> <p>Note: Bidder must provide a list citing the author's name(s), date of publication, title, name of journal/book, volume (if applicable) and page numbers</p>	<p>0-5 peer-reviewed journal articles/book chapters = 0</p> <p>6-10 peer-reviewed journal articles/book chapters = 10</p> <p>11-19 peer-reviewed journal articles/book chapters = 20</p> <p>20+ peer-reviewed journal articles/book chapters = 30</p>	/30	
R4	<p>The Bidder's Proposed Resource should have experience with identification of aquatic invasive species* with potential for introduction into the Canadian Arctic.</p> <p>Note: Bidder must meet the minimum number of points required for this criterion.</p> <p>* Bidder must provide a list of familiar species.</p>	<p>0 months = 0</p> <p>1-12 months = 10</p> <p>13-24 months = 20</p> <p>25+ months = 30</p> <p>Minimum required points: 10</p>	/30	
R5	<p>The Bidder's Proposed Resource should have experience with writing peer-reviewed journal articles and/or book chapters on arctic aquatic invasive species with potential for introduction into the Canadian Arctic</p> <p>Note: Bidder must provide a list citing the author's name(s), date of publication, title, name of journal/book, volume (if applicable) and page numbers</p>	<p>1 or more peer-reviewed journal articles/book chapters = 20</p>	/20	
		Total Score	/ 140	
		Minimum Pass Score (65%)	91	