



Fisheries and Oceans
Canada

Pêches et Océans
Canada

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

Bid Receiving/Réception des soumissions

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

Email / Courriel : [DFOtenders-
soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the
Queen in right of Canada, in accordance
with the terms and conditions set out herein,
referred to herein or attached hereto, the
goods and services listed herein and on any
attached sheets at the price(s) set out
therefor.

Proposition à : Pêches et Océans Canada

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

Title / Titre Green Crab Removal Program in Basin Head, Marine Protected Area (MPA).		Date June 28, 2021
Solicitation No. / N° de l'invitation 30000355		
Client Reference No. / No. de référence du client(e) 30000355		
Solicitation Closes / L'invitation prend fin At / à : 2 :00 PM ADT (Atlantic Daylight Time) / HAA (Heure Avancée de l'Atlantique) On / le : July 13, 2021		
F.O.B. / F.A.B. Destination	Taxes 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 : Michael Peters – Contracting Specialist Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée	
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.5 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 \$26,400 for goods and under \$105,700 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

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

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-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.

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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



2.5 Bid Challenge and Recourse Mechanisms

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

Section III: Certifications (one soft copy in PDF format)

Important Note:

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B"

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex "D".

4.1.2 Financial Evaluation

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

4.2 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;
 - (b) meet all mandatory criteria; and
2. Bids not meeting (a) and (b) 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.

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 an 70/30 ratio of technical merit and price, respectively. The total available point equals 53 and the lowest evaluated price is \$75.00 per hour (75).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		48/53	32/53	42/53
Bid Evaluated Price		\$120.00	\$90.00	\$75.00
Calculations	Technical Merit Score	$48/53 \times 70 = 63.39$	$32/53 \times 70 = 42.26$	$42/53 \times 70 = 55.47$
	Pricing Score	$75/120 \times 30 = 18.75$	$75/90 \times 30 = 25$	$75/75 \times 30 = 30$
Combined Rating		82.14	67.26	85.47
Overall Rating		2 nd	3 rd	1 st



PART 5 - CERTIFICATIONS

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Status and Availability of Resources

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

5.1.3 Education and Experience

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

5.1.4 List of Names for Integrity Verification Form

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

5.1.5 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____



5.1.6 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:

Signature

Print Name of Signatory

5.2 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

Print Name of Signatory

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

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

Signature

Print Name of Signatory



5.3 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.

5.3.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.3.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employmentequity/federal-contractor-program.html#) website (https://www.canada.ca/en/employment-social-development/programs/employmentequity/federal-contractor-program.html#).

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



ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

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

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

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

List of names for [integrity verification form](#)



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

All clauses and conditions identified in the Contract by number, date and title are set out in the *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.

6.3.1 General Conditions

6.3.1.1 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2.1 Subsection 10 of 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2020-05-28), Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@canada.ca. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (*to be inserted at contract award*);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in



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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2022.

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 period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Michael Peters
Title: Contracting Specialist
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services
Address: 301 Bishop Drive, Fredericton NB, E3C 2M6
Telephone: (506) 429-2359
Facsimile: (506) 452-3676
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: ____-____-_____
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)*

The Contractor's Representative for the Contract is:

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

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [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 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as indicated in Annex "B" of \$ _____ *(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 Authorized Travel and Living Expense

Canada will not pay any travel or living expenses associated with performing the Work.

6.7.3 Methods of Payment

6.7.3.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- 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 performed has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

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

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

6.8 Invoicing Instructions

6.8.1 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: DFO.invoicing-facturation.MPO@canada.ca
CC: AP Coder: *(to be inserted at contract award)*

6.8.1.2 Refer to section 6.3.2.1



6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 SACC Manual Clauses

SACC *Manual* clause [A3015C](#) (2014-06-26), Certification - Contract

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Prince Edward Island**.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C" Insurance Conditions;
- (f) the Contractor's bid dated _____ *(to be inserted at contract award)*

6.12 Insurance - Specific Requirements [G1001C](#) (2013-11-06)

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



6.13 Vessel Condition

The Contractor warrants that the vessel provided to Canada is mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, will be adequately manned and in full compliance with the [Canada Shipping Act](#), S.C. 2001, c. 26.

6.14 SACC Manual Clause

SACC Manual clause [A7017C](#) (2008-05-12) Replacement of Specific Individuals
SACC Manual clause [A8501C](#) (2014-06-26) Vessel Charter - Contract

6.15 Dispute Resolution

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



ANNEX “A” STATEMENT OF WORK

1.0 TITLE

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

2.0 SCOPE

2.1 Objective

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. 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 and size distribution of green crabs – controlling the population; thus, reducing the prey interaction on the blue mussels which are important substrate for Irish moss stability.

2.2 Background

DFO leads 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 MPA Operational Management Plan objectives 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.*, 2003¹, unpublished 2009-2010, 2011-2012). A pilot project was conducted in October and November 2016 which yielded important preliminary data, resulting in a contract from 2017-2020 for the removal of Green crab from the MPA. A long term green crab removal program must be continued to control the green crab population and meet the conservation objectives to conserve and protect the MPA and its ecologically significant species.

3.0 REQUIREMENTS

3.1 Scope of Work

3.1.1 Requirement 1 – Perform sampling regime for the removal of the European Green crab in the Basin Head MPA. The Green crab is an aquatic invasive species that impacts the ecological and biological surrounding environment.

3.1.2 Requirement 2 – At specific locations, count, size, and sex Green crab. This will allow DFO to determine the effectiveness of the removal program by determining the catch per unit effort, size distribution and sex ratio of the Green crab.

3.1.3 Requirement 3 – Maintain an electronic database of all results. This database will include all size, sex, total green crab, and bycatch data that is collected during sampling.

3.1.4 Requirement 4 – Prepare and submit a final report of the findings. This will be submitted to the project authority to guide monitoring and management efforts.

3.2 Tasks

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

¹ Sharp, G., R. Semple, R., Connolly, K., Blok, R., Audet, D., Cairns, D. & Courtenay, S., 2003. Ecological assessment of the Basin Head lagoon: A proposed Marine Protected Area. *Can. Manuscr. Rep. Fish. Aquat. Sci.* 2641, 69 p.



3.2.1 Requirement 1 – Sampling

- 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.
- Forty-two traps will be deployed beginning late July. Traps will be deployed as singles, with the exception of two sites that will be sets of three (Sites 27 & 28, see Figure A1). The 3 trap sets are tied and separated by 3 m of rope. 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, and placed in at least 1 m of water (low tide).
- All sites must be accessible by road, foot, canoe and/or Jon boat.
- A total of 50 days of fishing will occur each year with one week of fishing in July and three weeks of fishing in August, September and October. During the 24 hour cycle, traps must be deployed Monday morning, fished Tuesday, Wednesday, Thursday and Friday. On Friday, traps are then lifted out of the water and set on shore over the weekend and redeployed the following Monday for August, September, and October fishing days. All traps must be removed at the end of the 4 month trapping program.
- Two trapping methods will be employed. Ten traps will be considered permanent monitoring locations (Trap #s: 2, 4, 5, 7, 10, 13, 21, 23, 24, 28 - see Figure A1) and will always be in the same location to gauge trapping effectiveness and measure CPUE. The other 28 trap locations will vary as the trappers “chase the crab”. All traps are GPSed each time the traps are moved and to ensure that the permanent monitoring traps are remaining in the same location, and to track the location of the moved traps.

3.2.2 Requirement 2 – Counting, sizing and sexing

- Crabs from each set of traps must be counted and placed into a mesh bag labeled with site #, date and time upon removal from the trap. All bagged crabs must be euthanized in a freshwater bath for 24 hours. After a 24 h exposure to freshwater, all crab in each mesh bag is counted. Additionally, the crab in the permanent monitoring locations will be subsampled (up to 50 crab per trap) to measure carapace width and sex the crabs to determine size distribution and sex ratio. Notes how many egg bearing females are also taken.
 - Size categories are as follows: Small (<35mm), Medium (35-55mm), and Large (>55mm).
- 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 at the site of the trap.

3.2.3 Requirement 3 – Maintaining electronic database

- A template will be provided of the format for data entry and must be followed.
- At the end of each month, the Green crab data (count and measurements) must be submitted electronically to the DFO Project Authority in the format requested (Microsoft Excel®).

3.2.4 Requirement 4 – Final report submission

- The contractor will provide a final report detailing the methods, results and other observations found throughout the removal program.
- Along with the report, the final Excel spreadsheet with the complete dataset will be sent to the project authority by email.

3.3 Deliverables and Timeline Delivery Dates

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



Table 1: Deliverables and timelines

Deliverable		Initial Contract Period (Contract Award to March 31, 2022)	Option Period 1 (April 1, 2022 to March 31, 2023)	Option Period 2 (April 1, 2023 to March 31, 2024)	Option Period 3 (April 1, 2024 to March 31, 2025)
3.3.1	Deployment of traps and GPS each trap location (trap locations may change each week)	Week 1 - July	Week 1 - July	Week 1 - July	Week 1 - July
3.3.2	Fish traps, count all crab, and subsample permanent monitoring locations	Week 1 - July	Week 1 - July	Week 1 - July	Week 1 - July
	Email electronic data to Project Authority	Week 1 - July	Week 1 - July	Week 1 - July	Week 1 - July
3.3.3	Fish traps, count all crab, and subsample permanent monitoring locations	Weeks 2-4 - August	Weeks 2-4 - August	Weeks 2-4 - August	Weeks 2-4 - August
	Email electronic data to Project Authority	Week 4 - August	Week 4 - August	Week 4 - August	Week 4 - August
3.3.4	Fish traps, count all crab, and subsample permanent monitoring locations	Weeks 5-7 - September	Weeks 5-7 - September	Weeks 5-7 - September	Weeks 5-7 - September
	Email electronic data to Project Authority	Week 7 - September	Week 7 - September	Week 7 - September	Week 7 - September
3.3.5	Fish traps, count all crab, and subsample permanent monitoring locations	Weeks 8-10 - October	Weeks 8-10 - October	Weeks 8-10 - October	Weeks 8-10 - October
	Email electronic data to Project Authority	Week 10 - October	Week 10 - October	Week 10 - October	Week 10 - October
3.3.6	Remove all traps, clean equipment and return to DFO, Area Office, Charlottetown	Last day of Week 10 - October	Last day of Week 10 - October	Last day of Week 10 - October	Last day of Week 10 - October
3.3.7	Prepare draft final report	Weeks 11-19 – November/ December	Weeks 11-19 – November/ December	Weeks 11-19 – November/ December	Weeks 11-19 – November/ December
3.3.8	Submit final report to Project Authority	By January 31, 2022	By January 31, 2023	By January 31, 2024	By January 31, 2025

3.4 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.



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

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

3.5 Government Support

- DFO will provide a Project Authority who must help manage activities, provide scientific review and feedback on products and direction of the Contract as required.
- DFO will provide the Contractor with a template of the Microsoft Excel® spreadsheet for the green crab data electronically upon point of Award.
- DFO will provide the following equipment to complete the work: crab traps, bait bags, bait, rope, marker boys, 9 inch buoys, cinder blocks, field sheets, mesh bags, Jon boat and canoe (if not available by contractor), trap ID tags. At the end of the field sampling, all equipment must be returned to DFO, clean and in working order unless previously indicated.
 - The Contractor must return all government owned equipment to the Charlottetown DFO Area Office and the original datasheets must be scanned and sent by email to the DFO Project Authority by January 31 of each year.

3.6 Contractor Qualifications

- Prior to field work, all staff undertaking the work in the contract must meet with the DFO Project Authority for a virtual training session. Field equipment, protocols, permits, excel and field sheets must be provided at this time.
- The Contractor will require the use of a Jon boat and a canoe. If contractor does not have this equipment, it is possible to put a loan agreement in place for DFO to borrow a boat and canoe. It is important to note that the Jon boat with a battery operated motor must be used only in Zone 2 (see Figure A2). 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. If boat is to be used in other bays or estuaries as boat should be clean, drained and dry to make sure it is not transferring any AIS from one area to the other. If boat is used in multiple bays, a boat cleaning protocol will be provided to the contractor.
- The Contractor is to ensure that they have adequate resources (e.g. staff and vehicles and trailer to transport the boat and other equipment to the Basin Head sites) to undertake the work.
- The field work must be carried out by 2 persons 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.
- The Contractor must use their own computer and associated equipment (e.g. mouse, keyboard) to perform the requirements of this Contract.
- The Contractor must complete the requirements of this Contract outside of federally owned or leased property.



- The Contractor is prohibited from entering into sub-contracts without prior permission from the Contracting Authority.
- The Contractor must comply with all applicable workers' compensation legislation.
- 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.

Table 2. List of equipment and supplies needed.

Equipment and Supplies needed to conduct field work	Equipment on Loan from DFO	Equipment Purchased by DFO	Equipment Purchased by Contractor (If not already available or required)
Luke Traps	x	x	
Jon Boat (14 ft)	x		
Motor	x		
Battery/charger	x		
Canoe	x		
Paddles	x		x
Reusable Mesh Bags	x		x
Fish Pans	x		x
Deepfreeze			x
Boat Trailer	x		
Bait		x	
Bait Bags			x
Cinder Blocks	x		x
Marker Buoys	x		x
Rope	x		x
ID Tags	x		x
Xactic Tank	x		
Clipboard			x
Waterproof Paper			x
Pencils			x
Sharpie			x
Gloves			x
Waders			x
Lifejackets			x
Electronic Data Template	x		

4.0 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.



5.0 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.

6.0 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.

7.0 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.

Appendix 1 - Basin Head Maps



Figure A1. Trapping locations from 2020 and are the projected locations for 2021.



Figure A2. Map of Zones found in Basin Head.

ANNEX “B” BASIS OF PAYMENT

The Contractor will be paid all-inclusive rates as follows, for work performed in accordance with the Annex “A” Statement of work. Customs duties are included and Applicable Taxes are extra.

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 March 31, 2022)

Payment	Description	Price
1	Upon submission and acceptance of electronic data report to Project Authority for deliverables 3.3.1 to 3.3.2	\$ _____
2	Upon submission and acceptance of electronic data report to Project Authority for deliverable 3.3.3	\$ _____
3	Upon submission and acceptance of electronic data report to Project Authority for deliverable 3.3.4	\$ _____
4	Upon submission and acceptance of electronic data report to Project Authority for deliverables 3.3.5 to 3.3.6	\$ _____
5	Upon submission and acceptance of draft and final report (deliverables 3.3.7 and 3.3.8)	\$ _____
Subtotal to conduct the work:		\$ _____
Taxes _____%		\$ _____
Total Cost to conduct the work (excluding taxes)		\$ _____

Table B – Option Period 1 (April 1, 2022 to March 31, 2023)

Payment	Description	Price
1	Upon submission and acceptance of electronic data report to Project Authority for deliverables 3.3.1 to 3.3.2	\$ _____
2	Upon submission and acceptance of electronic data report to Project Authority for deliverable 3.3.3	\$ _____
3	Upon submission and acceptance of electronic data report to Project Authority for deliverable 3.3.4	\$ _____
4	Upon submission and acceptance of electronic data report to Project Authority for deliverables 3.3.5 to 3.3.6	\$ _____
5	Upon submission and acceptance of draft and final report (deliverables 3.3.7 and 3.3.8)	\$ _____
Subtotal to conduct the work:		\$ _____
Taxes _____%		\$ _____
Total Cost to conduct the work (excluding taxes)		\$ _____



Table C – Option Period 2 (April 1, 2023 to March 31, 2024)

Payment	Description	Price
1	Upon submission and acceptance of electronic data report to Project Authority for deliverables 3.3.1 to 3.3.2	\$ _____
2	Upon submission and acceptance of electronic data report to Project Authority for deliverable 3.3.3	\$ _____
3	Upon submission and acceptance of electronic data report to Project Authority for deliverable 3.3.4	\$ _____
4	Upon submission and acceptance of electronic data report to Project Authority for deliverables 3.3.5 to 3.3.6	\$ _____
5	Upon submission and acceptance of draft and final report (deliverables 3.3.7 and 3.3.8)	\$ _____
Subtotal to conduct the work:		\$ _____
Taxes _____%		\$ _____
Total Cost to conduct the work (excluding taxes)		\$ _____

Table D – Option Period 3 (April 1, 2024 to March 31, 2025)

Payment	Description	Price
1	Upon submission and acceptance of electronic data report to Project Authority for deliverables 3.3.1 to 3.3.2	\$ _____
2	Upon submission and acceptance of electronic data report to Project Authority for deliverable 3.3.3	\$ _____
3	Upon submission and acceptance of electronic data report to Project Authority for deliverable 3.3.4	\$ _____
4	Upon submission and acceptance of electronic data report to Project Authority for deliverables 3.3.5 to 3.3.6	\$ _____
5	Upon submission and acceptance of draft and final report (deliverables 3.3.7 and 3.3.8)	\$ _____
Subtotal to conduct the work:		\$ _____
Taxes _____%		\$ _____
Total Cost to conduct the work (excluding taxes)		\$ _____



ANNEX "C" INSURANCE CONDITIONS

Marine Liability Insurance

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by *the Department of Fisheries and Oceans* and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8



For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



ANNEX "D" EVALUATION CRITERIA

Mandatory Criteria

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Criteria for the proposal to be considered for further evaluation. Proposals not meeting the Mandatory Criteria will be excluded from further consideration.

Mandatory and Rated

To demonstrate experience, the Bidder must cite specific examples from their work history. For the purposes of this proposal, "experience" shall infer that the Captain and/or crew member provided by the contractor have gained this experience while performing a task or duty in which the experience criterion was the primary focus of the work conducted. Project experience is to be used to demonstrate compliancy and must include the following information:

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

A vessel inspection may take place after bid closing of those vessels having met the Mandatory Criteria.

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

No.	Mandatory Criteria	BIDDER x-ref to page in submission
M1	The Bidder must provide proof of a minimum of one (1) field season experience, within the past three field seasons in crustacean trapping in estuarine and/or marine environments.	
M2	<p>The Bidder must outline their capability and staffing plan to adhere to the daily trapping, sub-sampling, processing schedule and data entry requirements. The plan must contain:</p> <ul style="list-style-type: none"> • A project description outlining the schedule for the proposed trapping period, including tasks to be completed each day, and the staff that is allocated to each task. • The number of staff that the organization will have on hand during the contract period to ensure that trapping won't be missed due to lack of staff. • A list of equipment that they already have to conduct the trapping (capacity to conduct trapping protocol). 	



Rated Criteria

Criteria	RATED CRITERIA	Score	BIDDER RESPONSE (response should make reference to the relevant proof in bidder proposal and/or appended documentation).
R1	<p>The Bidder demonstrates through project descriptions, previous experience working on projects involved in crustacean trapping and processing, which included navigating a small boat in an estuarine environment.</p> <ul style="list-style-type: none"> • 0 to 1 field season = 0 Points; • 2 field seasons = 15 Points; • 3 field seasons = 25 Points; • 4 or more field seasons = 35 Points 	/35	
R2	<p>The Bidder demonstrates through project descriptions experience in the coordination, management, and quality assurance of staff undertaking field work and data collection, where staff worked independently without direct supervision.</p> <ul style="list-style-type: none"> • 0 field seasons = 0 Points; • 1 field season = 5 Points; • 2 field seasons = 10 Points; • 3 or more field seasons = 15 points 	/15	
R3	<p>The Bidder describes and demonstrate its intended approach for:</p> <ol style="list-style-type: none"> 1) managing the overall project with competing tasks 2) ensure staff health and safety, 3) manage the data 4) ensure quality control and quality assurance to complete the tasks identified in the Statement of Work. <ul style="list-style-type: none"> • Limited explanation (Provides detail on 1 of the items) = 5 Points; • Acceptable explanation (Provides detail on 2 of the items) = 10 Points; • Good explanation (Provides details on 3 of the items) = 15 Points; • Excellent explanation (Provides 4 of the items) = 20 Points. 	/20	
Total Score		/70	