



**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 His Majesty the  
King in right of Canada, in accordance with  
the terms and conditions set out herein,  
referred to herein or attached hereto, the  
goods and services listed herein and on any  
attached sheets at the price(s) set out  
therefor.

Proposition à : Pêches et Océans Canada

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

<b>Title / Titre</b> Dive Charter Services in Prince Rupert		<b>Date</b> January 19th, 2023
<b>Solicitation No. / N° de l'invitation</b> 30003742		
<b>Client Reference No. / No. de référence du client(e)</b> 30003742		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à :</b> 2 :00 pm AST (Atlantic Standard Time) / HNA (Heure Normale de l'Atlantique) <b>On / le :</b> February 3rd, 2023		
<b>F.O.B. / F.A.B.</b> Destination	<b>Taxes</b> See herein — Voir ci-inclus	<b>Duty / Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services / Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to : / Adresser toute demande de renseignements à :</b> Claire Lavoie – Contracting Officer <b>Email / Courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required / Livraison exigée</b> See herein — Voir en ceci	<b>Delivery Offered / Livraison proposée</b>	
<b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>		
<b>Telephone No. / No. de téléphone</b>	<b>Facsimile No. / No. de télécopieur</b>	
<b>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)</b>		
<b>Signature</b>	<b>Date</b>	



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

#### **1.1.1 Security Clauses #1 – No Security Requirement, escort required at DFO site(s)**

- a) The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- b) 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.
- c) 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).
- d) Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

### **1.2 Statement of Work**

The Work to be performed is detailed under Article 6.2 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.



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

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions ([2003](#)) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“

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 **seven (7)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



## 2.4 Applicable Laws

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

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

## 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [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.



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## **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.



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## 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 "E"

##### 4.1.1.2 Point Rated Technical Criteria

Refer to annex "E"

#### 4.1.2 Financial Evaluation

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

### 4.2 Basis of Selection

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

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of **20 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **30 points**.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the



highest combined rating of technical merit and price will be recommended for award of a contract.

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).

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





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## PART 5 - CERTIFICATIONS

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

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

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

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions – Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](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.

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/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.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

#### 5.2.3 Additional Certifications Precedent to Contract Award



**5.2.3.1 Status and Availability of Resources**

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

**5.2.3.2 Education and Experience**

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

**5.2.3.3 List of Names for Integrity Verification Form**

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

**5.2.3.4 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**5.2.3.5 Supplementary Contractor Information**

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

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

\_\_\_\_\_



#### 5.2.4 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- 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.



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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: 2019-01](#) 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.

### **5.2.5 Electronic Payment Instruments**

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

**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



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

### Requirements

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

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

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

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



## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

**6.1.1** The following security requirements (SRCL and related clauses provided by Contract Security Program) apply and form part of the Contract.

**6.1.1.1** Security Clauses #1 – No Security Requirement, **escort required at DFO site(s)**

- a) The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- b) 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.
- c) 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).
- d) Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

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

#### 6.3.1 General Conditions

**6.3.1.1** [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

**6.3.1.2** Subsection 10 of [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2022-12-01), Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) with a cc to: *to be inserted at contract award*. The Contractor must submit invoices for each delivery or shipment; invoices must



only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

2. Invoices must show:

- a. Contractor's Name and remittance physical address;
  - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
  - c. Invoice Date;
  - d. Invoice Number;
  - e. Invoice Amount (broken down into item and tax amounts);
  - f. Invoice Currency (if not in Canadian dollars);
  - g. DFO Reference Number (PO Number or other valid reference number);
  - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
  - 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 Work is to be performed during the period of Contract Award until **November 30<sup>th</sup>, 2023**.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Claire Lavoie  
Title: Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive  
Fredericton, NB  
E3C 2M6  
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**

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**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ *(insert amount at contract award)*. Customs duties are excluded and Applicable Taxes are extra.





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### **Fuel Direct Expenses**

The Contractor will be reimbursed for the fuel direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated Cost: \$ \_\_\_\_\_ (to be inserted at Contract award)

**Total Estimated Contract Price :** \_\_\_\_\_ (insert the sum of the firm price and the limitation of expenditure), Applicable Taxes extra.

#### **6.7.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (to be inserted at contract award). Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **6.7.3 Methods of Payment**

##### **6.7.3.1 Multiple Payments**

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

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

##### **6.7.3.2 Schedule of Milestones**

The schedule of milestones for which payments will be made in accordance with the contract is as follows:



<b>Contract Period:</b> Contract Award to November 30 <sup>th</sup> , 2023		
<b>Milestone</b>	<b>Description of Deliverable</b>	<b>Estimated Due Date</b>
1	Up to 10 day dive survey in March 2023	On or before March 31st, 2023
2	Up to 20 day dive survey in May 2023	On or before June 15th, 2023
3	Up to 18 day dive survey in September 2023	On or before October 15th, 2023

#### 6.7.4 Electronic Payment of Invoices – Contract

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

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

#### 6.8 Invoicing Instructions

6.8.1 The Contractor must submit invoices in accordance with subsection 6.3.2.1 entitled “Invoice Submission” above. Invoices cannot be submitted until all work identified in the invoice is completed.

6.8.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) with a cc to: *to be inserted at contract award* and provides the required information as stated in subsection 6.8.1 above.

#### 6.9 Certifications and Additional Information

##### 6.9.1 Compliance

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

##### 6.9.2 SACC Manual Clauses

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

#### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **British Columbia**.

#### 6.11 Priority of Documents

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



- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2022-01-28), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Conditions;
- (f) Annex D, Charter Vessel Application Form ;
- (g) the Contractor's bid dated \_\_\_\_\_ (*to be inserted at contract award*), the bid was clarified or amended, (*insert at the time of contract award*): “, as clarified on \_\_\_\_\_ or, as amended on \_\_\_\_\_ and insert date(s) of clarification(s) or amendment(s)

#### **6.12 Insurance - Specific Requirements**

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 SACC Manual Clauses**

SACC Manual clause [A8501C](#) – Vessel Charter Contract (2014-06-26)  
SACC Manual clause [A9141C](#) – Vessel Condition (2008-05-12)  
SACC Manual clause [G5003C](#) - Marine Liability Insurance (2014-06-26)

#### **6.14 Dispute Resolution**

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



## **6.15 Licensing**

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

## **6.16 Environmental Considerations**

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

### a) Paper consumption:

- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).

### b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.



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## ANNEX "A" STATEMENT OF WORK

### 1.0 TITLE

Dive Charter Services in Prince Rupert

### 2.0 OBJECTIVE

Provide boat chartering services, including a boat captain to operate the vessel, to facilitate scuba dive surveys and experiment installation within Prince Rupert Harbour and Chatham Sound. This also includes scuba dive tanks and air fills in preparation for each day's dive activities.

The completion of this contract will provide daily pick ups of divers at the local dock, transport to dive sites, dive tending while divers are conducting surveys underwater, and transport back to the dock at the completion of each dive day.

Additionally, the charter vessel will be required to facilitate the installation of an underwater telemetry array at the northern entrance to Prince Rupert Harbour.

### 3.0 BACKGROUND

This work contributes to the Coastal Environmental Baseline Program's mandate of generating a baseline understanding of the key transportation centers on British Columbia's coast – Vancouver Harbour and Prince Rupert Harbour. Specifically, this work falls within the subtidal component of this program, where ecological data is to be collected by divers within each port and used to assess species diversity, habitat associations, and ecosystem vulnerability. This contract will also facilitate the completion of a Canadian Science Research Fund project studying movement behaviour of sea urchins.

### 4.0 TERMINOLOGY

**4.1 Contractor** – The dive chartering service provider.

**4.2 DFO** – Department of Fisheries and Oceans Canada

### 5.0 REQUIREMENT

#### 5.1 Tasks, Activities & Deliverables

The following tasks will be completed by the Contractor:

- **Dive boat**
  - The Contractor will use a dive boat to pick up divers and necessary dive and survey gear each morning at the boat dock.
- **Scuba air tanks**
  - The Contractor will provide, at minimum, four (4) scuba air tanks onboard each day for use by DFO divers.
  - The number of dives and number of scuba air tank fills required, will be decided by the Dive Supervisor on the day preceding the planned dives.
  - The Contractor will provide scuba air tanks with compressed air certified to the Canadian Standards Association (CSA) standard Z275.2, where the air certification is no more than one year old.



- The Contractor will provide copies of air certification and test records to the corresponding Area Dive Safety Officer by email, a minimum of 30 days in advance of start of dive charter operation.
- The Contractor will provide copies of tank inspection and service records to the Pacific Region Dive Safety Officer by email, at minimum, thirty (30) days in advance prior to starting the dive charter operation.
- **Work on site(s)**
  - The Contractor will tend divers at each dive site by observing bubbles at the surface.
  - The Contractor will follow direction from the Dive Supervisor to maneuver the vessel near shore or reefs.
  - The Contractor will return divers and gear to the dock at the completion of each dive day.
  - The Contractor will comply with the vessel operator insurance and qualification requirements set out by the DFO Dive Safety Officer (Small Vessel Operator Proficiency (SVOP) certification).
  - The Contractor will provide copies of vessel operator and qualification certificates to the Pacific Region Dive Safety Officer by email, at minimum, thirty (30) days in advance prior to starting the dive charter operation.

## 5.2 Specifications

- **Vessel Requirements**
  - The Vessel must be a house-forward style vessel.
  - The Vessel must be of steel or aluminium construction.
  - The Vessel must be, at minimum, thirty (30) feet in length but no larger than forty (40) feet in length.
  - The Vessel must have an open stern that includes a deck space with, at least, ten (10) square meters of available work space for DFO use.
  - The Vessel must have a midships ladder for scuba diver egress.
  - The Vessel must be capable of a cruising speed of, at minimum, fourteen (14) knots in ideal conditions (e.g., calm seas, low-to-no wind, etc.).
  - The Vessel must possess a private toilet and sink.
  - The Vessel must be capable of traveling to weather-exposed dive sites across Chatham Sound and up to approximately twenty-five (25) nautical miles from Prince Rupert
  - The Vessel must possess all lifesaving and safety equipment on board to accommodate the vessel's crew and four (4) DFO personnel.
  - The Vessel must possess an air compressor for the purpose of filling scuba tanks onboard with a current valid air quality test that meets the CSA Z275.2 air standard. If bidders are unable to provide a copy of an air quality inspection report that covers the work for the entire duration of the contract, they will complete and provide an air quality inspection report before the start of each work period.
  - The Vessel must possess an emergency oxygen kit onboard with a minimum of twenty-two (22) cubic feet of oxygen and a demand-type regulator.
  - The Vessel must possess, at minimum, one (1) freezer with at least one (1) cubic foot of freezer space that can be used to store bait.
  - The Vessel must be equipped with, at minimum, an Electronic Navigation System onboard (e.g., chart plotter).
- **Captain and Crew Requirements**



- The Master of the Vessel must have, at minimum, five (5) years of experience tending scuba divers in the marine environment. At least three (3) of the five (5) years of experience must be tending scuba divers in waters off the BC Coast.
- The Master of the Vessel must have proof of a valid and current Dive Accident Management Certificate.
- The Master of the Vessel must have proof of a valid and current Oxygen Administrator's Certificate.
- The Master of the Vessel must have a valid Small Vessel Operator Proficiency Certificate.
- The Master of the Vessel must have a valid Small Domestic Vessel – Basic Safety Certificate.
- The Master of the Vessel must have a valid First Aid Certificate(s).
- The Master of Vessel must hold any additional applicable certification(s) required to operate the proposed Vessel as established by Transport Canada.
- **Equipment Requirements**
  - The Contractor must provide four (4), eighty (80) cubic foot scuba tanks for use by DFO scuba divers during each work period for the duration of the contract.

## **6.0 TIME FRAME & DELIVERY**

The requested dive charter services will be completed over the duration of three (3) work periods in 2023 (i.e., March, May and September) with a maximum total of forty-eight (48) days of dive surveying. The timeframe and delivery dates will be determined by the Project Authority based on logistic / operational considerations such as inclement weather, distance to dive sites, DFO scheduling conflicts, Contractor availability and other logistic constraints. Such aforementioned factors may necessitate delaying dives to a later date, shifting the location of dives, and/or adjusting the number of dives in a given day which may alter the delivery schedule.

## **7.0 LOCATION OF WORK, WORK SITE AND DELIVERY POINT**

Surveys will be conducted in Prince Rupert Harbour and Chatham Sound near Prince Rupert, BC

## **8.0 LANGUAGE OF WORK**

All work will be carried out in English Speaking Environments.



**ANNEX "B"**  
**BASIS of PAYMENT**

The Contractor shall provide an all-inclusive fixed hourly rate to carry out the work under this project. No additional charges for travel, meals or living accommodations will be accepted by the Crown. Fuel is not to be included in the hourly rate.

A dive surveying day is defined as a minimum of eight (8.0) and a maximum of twelve (12.0) consecutive hours of work. Payment will be for total number of hours worked.

<b>Contract Period: Contract Award – November 30<sup>th</sup>, 2023</b>			
<b>Contract Period</b>	<b>Maximum Estimated Level of Effort (Hours)</b>	<b>All-Inclusive Hourly Rate</b>	<b>Estimated Total</b>
	<b>(A)</b>	<b>(B)</b>	<b>(A x B) = (C)</b>
Dive survey in March 2023	Up to 120 hours	\$ _____	\$ _____
Dive survey in May 2023	Up to 240 hours	\$ _____	\$ _____
Diver survey in September 2023	Up to 216 hours	\$ _____	\$ _____
<b>All-Inclusive maximum total cost</b>			<b>\$ _____</b>





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## ANNEX "C" INSURANCE CONDITIONS

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 Fisheries and Oceans Canada 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.
  - e. 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.
  - f. 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"**  
**CHARTER VESSEL APPLICATION FORM**

The M.V. \_\_\_\_\_ CFV # \_\_\_\_\_ is hereby offered for charter by the undersigned upon the terms and conditions as indicated within Statement of Work and below:

**1. Owner(s)**

Name(s)	Address	Phone

**2. Vessel**

Description	Minimum Criteria	Comments
House-forward style vessel		<input type="checkbox"/> Yes <input type="checkbox"/> No
Construction material	Steel or aluminium	<input type="checkbox"/> Yes <input type="checkbox"/> No
Length (feet)	Minimum 30 ft, Maximum 40 ft	Please specify length: _____
Open stern	Deck space with at minimum 10 square meters of available work space that can be used for DFO tagging operations.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Midships ladder for scuba diver egress	Minimum 1	<input type="checkbox"/> Yes <input type="checkbox"/> No
Cruising speed	Minimum 14 knots in ideal conditions (e.g., calm seas, low-to-no wind, etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Toilet & sink	Minimum 1, private area	<input type="checkbox"/> Yes <input type="checkbox"/> No
Lifesaving & safety equipment	Accommodate the vessel's crew and 4 DFO personnel	<input type="checkbox"/> Yes <input type="checkbox"/> No
Air compressor	Current (within 1 year) air quality test that meets the CSA Z275.2 air standard	<input type="checkbox"/> Yes <input type="checkbox"/> No
Emergency oxygen kit	Minimum 22 cubic feet of oxygen and a demand-type regulator	<input type="checkbox"/> Yes <input type="checkbox"/> No
Freezer	Minimum 1 with at least 1 cubic foot of freezer space for bait	<input type="checkbox"/> Yes <input type="checkbox"/> No
Electronic Navigation System (e.g., chart plotter)		<input type="checkbox"/> Yes <input type="checkbox"/> No

**3. Equipment & Gear**

Description	Minimum Criteria	Comments
Scuba tanks	Four, 80 cubic foot scuba tanks	<input type="checkbox"/> Yes <input type="checkbox"/> No

**4. Master of the Vessel**

<b>Name:</b>	
<b>Address:</b>	
<b>Phone:</b>	



Email:				
Description	Minimum Criteria	Comments		
Certifications required:	Dive Accident Management Certificate	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
	Oxygen Administrator's Certificate	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
	First Aid Certificate(s)	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
	Small Vessel Operator Proficiency	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
	Small Domestic Vessel – Basic Safety	<input type="checkbox"/>	Yes	<input type="checkbox"/> No
Experience tending scuba divers in the marine environment	Minimum 5 years of experience	<input type="checkbox"/>	Yes	<input type="checkbox"/> No



**ANNEX "C"  
EVALUATION CRITERIA**

**MANDATORY REQUIREMENTS:**

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein as well as the Charter Vessel Application Form.

Bidders' Proposals **must** clearly demonstrate that they meet all Mandatory Requirements herein as well as the minimum requirements of the Charter Vessel Application form for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria herein as well as the minimum requirements of the Charter Vessel Application form will be excluded from further consideration.

Bid acceptance is at the discretion of Fisheries and Oceans Canada. **A bid may be rejected if the proposed charter vessel does not meet the specified requirements as described in the Statement of Work.**

Information provided will be used to assess against both mandatory and rated criteria. The Contractor shall cite specific examples from their work history that will address both components.

For the purposes of this proposal, "experience" shall infer that the Captain and/or technical personnel 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.

The proponent should include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met. Simply stating you meet the criteria does not constitute proof. **For each experience/project cited include: month/year start, month/year end, a brief description of work performed, name of organization work provided to.**

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

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal page No.
<b>M1 Vessel</b>	The Vessel <b>must</b> be a house-forward style vessel.		
<b>M2 Vessel</b>	The Vessel <b>must</b> be of steel or aluminum construction		
<b>M3 Vessel</b>	The Vessel <b>must</b> be, at minimum, thirty (30) feet in length but no larger than forty (40) feet in length.		
<b>M4 Vessel</b>	The Vessel <b>must</b> have an open stern that includes a deck space with, at least, ten (10) square meters of available work space that can be used for DFO tagging operations.		
<b>M5 Vessel</b>	The Vessel <b>must</b> have a midships ladder for scuba diver egress.		
<b>M6 Vessel</b>	The Vessel <b>must</b> be capable of cruising at a speed of, at minimum, fourteen (14) knots in ideal conditions (e.g., calm seas, low-to-no wind, etc.).		
<b>M7 Vessel</b>	The Vessel <b>must</b> possess, at minimum, one (1) private toilet and sink.		
<b>M8 Vessel</b>	The Vessel <b>must</b> possess all lifesaving and safety equipment on board to accommodate the vessel's crew and four (4) DFO personnel.		



<b>M9 Vessel</b>	The Vessel <b>must</b> possess an air compressor for the purpose of filling scuba tanks onboard with a current (within 1 year) air quality test that meets the CSA Z275.2 air standard.  To meet this criteria, bidders must provide a copy of their current valid air quality inspection report.		
<b>M10 Vessel</b>	The Vessel <b>must</b> possess an emergency oxygen kit with, at minimum, twenty-two (22) cubic feet of oxygen and a demand-type regulator.		
<b>M11 Vessel</b>	The Vessel <b>must</b> possess, at minimum, one (1) freezer with at least one (1) cubic foot of freezer space that can be used to store bait.		
<b>M12 Vessel</b>	The Vessel <b>must</b> be equipped with, at minimum, an Electronic Navigation System onboard (e.g., chart plotter).  To demonstrate this criteria, bidders should provide a brief description (Maximum 200 words) of the system(s) they have onboard the vessel along with the manufacturer of the device(s).		

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal page No.
<b>M13 Equipment</b>	The Contractor <b>must</b> provide four (4), eighty (80) cubic foot scuba tanks for use by DFO scuba divers during each work period for the duration of the contract.		

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal page No.
<b>M14 Master</b>	The Master of the vessel <b>must</b> have, at minimum, five (5) years of experience tending scuba divers in the marine environment.  To demonstrate this experience, bidders <b>must</b> explicitly state the years in which they gained their experience as well as the location of work completion (e.g., 2017 – Vancouver Island).		
<b>M15 Master</b>	The Master of the vessel <b>must</b> have the following certifications: <ul style="list-style-type: none"> <li>• A valid Dive Accident Management Certificate;</li> <li>• A valid Oxygen Administrator's Certificate;</li> <li>• A valid First Aid Certificate(s);</li> <li>• A valid Small Domestic Vessel – Basic Safety Certificate;</li> <li>• A valid Small Vessel Operator Proficiency Certificate; and</li> <li>• Any applicable additional certification(s) required to operate the proposed Vessel as established by Transport Canada</li> </ul> To demonstrate these qualifications, bidders <b>must</b> provide a copy of each certification as proof.		

**RATED REQUIREMENTS:**

No.	Rated Criteria	Proposal Page No.	Maximum number of possible	Points Obtained
-----	----------------	-------------------	----------------------------	-----------------



			points obtained	
R1	<p>The Vessel should have an interior work station with, at minimum, three (3) seats for DFO Personnel's use.</p> <p>To demonstrate this criteria, bidders should provide a brief description (Maximum of 200 words) of the interior layout of their cabin that clearly specifies the seat locations.</p> <ul style="list-style-type: none"> <li>• <b>4 points</b> – The Vessel has a work station with three (3) seats</li> <li>• <b>5 points</b> – The Vessel has a work station with four (4) seats</li> <li>• <b>6 points</b> – The Vessel has a work station with five (5) or more seats.</li> </ul> <p>(Minimum 4 pts required)</p>		6 pts	
R2	<p>The Vessel should have a deck space with at least ten (10) square meters of available work space that can be used for DFO tagging operations.</p> <p>To demonstrate this criteria, bidders should provide a brief description (Maximum of 200 words) of the deck's layout. The description should include the length and width of the deck space along with specifications pertaining to the placement of equipment.</p> <ul style="list-style-type: none"> <li>• <b>4 points</b> – The vessel has a deck space that measures ten (10) square meters</li> <li>• <b>5 points</b> – The vessel has a deck space that measures eleven (11) – thirteen (13) square meters</li> <li>• <b>6 points</b> – The vessel has a deck space that measures fourteen (14) or more square meters</li> </ul> <p>(Minimum 4 pts required)</p>		6 pts	
R3	<p>The vessel should have, at minimum, an Electronic Navigation System onboard (e.g., chart plotter).</p> <ul style="list-style-type: none"> <li>• Electronic Navigation System – <b>4 pts</b></li> </ul> <p>Bidders will be awarded additional points if the Vessel is equipped with one, or both of the following additional electronic systems.</p> <ul style="list-style-type: none"> <li>• Radar System – <b>1 point</b></li> <li>• Satellite Internet – <b>1 point</b></li> </ul>		6 pts	



	<p>To demonstrate this criteria, bidders should provide a brief description (Maximum 200 words) of the system(s) they have onboard the vessel along with the manufacturer of the device(s).</p> <p>(Minimum 4 pts required)</p>			
<b>R4</b>	<p>The Master should have, at minimum, twelve (12) months of experience operating the proposed charter vessel.</p> <p>To demonstrate this experience, bidders should specify the year of work completion and the duration of the operating period (e.g., 2017 – Six (6) months).</p> <ul style="list-style-type: none"> <li>• <b>4 points</b> – Twelve (12) months of experience operating the vessel</li> <li>• <b>5 points</b> – Thirteen (13) – thirty-six (36) months of experience operating the vessel.</li> <li>• <b>6 points</b> – thirty-seven (37) months of experience operating the vessel or more</li> </ul> <p>(Minimum 4 pts required)</p>		<b>6 pts</b>	
<b>R5</b>	<p>The Master should have, at minimum, six (6) months of experience participating in dive marine research and/or scientific surveys.</p> <p>Experience in dive marine research and/or scientific surveys includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Biodiversity surveys</li> <li>• Habitat mapping surveys</li> <li>• Biological sample collection dives</li> <li>• Experimental installation and retrieval</li> </ul> <p>To demonstrate this experience, bidders should specify the name/title and the duration of the project period (e.g., Halibut Fish Tagging – Six (6) months).</p> <ul style="list-style-type: none"> <li>• <b>4 points</b> – six (6) months of experience</li> <li>• <b>5 points</b> – seven (7) – twenty three (23) months of experience</li> <li>• <b>6 points</b> – twenty-four (24) months of experience or more</li> </ul> <p>(Minimum 4 pts required)</p>		<b>6 pts</b>	
<b>Total Score (Minimum of 20 points required)</b>			<b>/30</b>	