



**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
200 Kent Street | 200 rue Kent
Ottawa, ON, K1A 0E6

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**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRES À
COMMANDES (DOC)**

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).

Title / Titre Regional Standing Offer for Diving Services for Inspections and Minor Repairs, British Columbia		Date September 28, 2023
Solicitation No. / N° de l'invitation 30003511		
Client Reference No. / No. de référence du client(e) 30003511		
Solicitation Closes / L'invitation prend fin At / à : 14 :00 EDT (Eastern Daylight Time) / HAE (Heure Avancée de l'Est) On / le : 25 October, 2023		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	F.O.B. / F.A.B. Destination
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 : Mazen Obeid, Senior Contracting Officer Email / Courriel: DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca Cc: Mazen.Obeid@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	



REQUEST FOR REGIONAL STANDING OFFER (RFSO)

30003511

Diving Services for Inspections and Minor
Repairs, British Columbia

FISHERIES AND OCEANS CANADA



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PART 1 – GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments and the Insurance Requirement.

1.2 Summary

1.2.1 The Department of Fisheries & Oceans Canada, Small Craft Harbours is seeking qualified suppliers to provide support to Small Craft Harbours with diving services such as inspection and minor repairs to meet program obligations with respect to maintaining safe and accessible facilities.

DFO will issue call-ups to successful suppliers identifying the required services as specified within the Statement of Work. These services may include, but are not limited to, the following:

1. Inspection service
2. Minor maintenance service
3. Any other type of work need to be carried out depending on the particular characteristics of the structure to be inspected.

DFO is looking to award up to 5 (five) Standing Offers per each delivery zone as specified within the RFSO.

Period of the Standing Offer



The services are to be performed on an “as-and-when-required” basis during the period from date of award to 30 September, 2028.

1.2.2 The Request for Standing Offers (RFSO) is to establish Regional Standing Offers for the requirement detailed in the RFSO, to the Identified Users in the Region of British Columbia, excluding locations within British Columbia that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within British Columbia will have to be treated as a separate procurement, outside of the resulting standing offers.

1.2.3 The requirement is subject to the Canada-Chile Free Trade Agreement (CCFTA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada-Ukraine Free Trade Agreement, Canada-Honduras Free Trade Agreement, World Trade Organization–Agreement on Government Procurement (WTO-GPA), and the Canadian Free Trade Agreement (CFTA).

1.3 Security Requirements

There is no security requirement applicable to the Standing Offer.

1.4 Debriefings

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



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2023-06-08) Standard Instructions - Request for Standing Offers - Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

Offers must be submitted only to Fisheries and Oceans (DFO) Bid Receiving Unit by the date, time and place indicated in the RFSO.

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

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority (see section 7.5) no later than **ten (10) calendar days** before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.



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

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors 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)

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

- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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

Section I: Technical Offer (1 Soft Copy)

Section II: Financial Offer (1 Soft Copy)

Section III: Certifications (1 Soft Copy)

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

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

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

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy, the wording of the electronic copy will have priority over the wording of the other copies.

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Offerors should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and



- b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

3.1.1 List of Proposed Subcontractors

[A7035T](#) (2007-05-25), List of Proposed Subcontractors

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Attachment 2 to Part 4.

3.1.2 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" to Part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4

4.1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4

4.1.2 Financial Evaluation

Refer to Attachment 2 to Part 4

4.1.2.1 Evaluation of Price – Offer

SACC *Manual* Clause [M0220T](#) (2016-01-28), Evaluation of Price - Offer

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
 - c. obtain the required minimum of **30 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **60 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 **50% for the technical merit and 50% 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 50%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 50%.
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 50/50 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (50%) and Price (50%)			
	Offeror		
	Offeror 1	Offeror 2	Offeror 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/135 \times 50 = 42.59$	$89/135 \times 50 = 32.96$	$92/135 \times 50 = 34.07$
Pricing Score	$45/55 \times 50 = 40.91$	$45/50 \times 50 = 45.00$	$45/45 \times 50 = 50.00$
Combined Rating	83.50	77.96	84.07
Overall Rating	2nd	3rd	1st



ATTACHMENT 1 to PART 4 - TECHNICAL CRITERIA

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Offeror must provide the necessary documentation to support compliance with this requirement. Bids which fail to meet the mandatory technical criteria will be declared non-responsive.

Please note Offerors must complete the following charts and include with their bid submission. Offerors should show how their proposal meets the criteria by providing the proposal page number or section that contains information to verify that the criteria has been met.

Criteria No.	Mandatory Criterion	Meets Criteria (Yes/No) <i>(Evaluation Team to complete)</i>	Proposal Page No. <i>(Offeror to complete)</i>
M1	<p>The bidder must submit a list of qualified divers proposed for the work under this agreement.</p> <p>For each proposed diver a copy of the following valid and current documents must be provided:</p> <ul style="list-style-type: none"> • Diver Certification Board of Canada (DCBC) Competency Card Or WCB Competency Training Certificate • Commercial Diving Medical Certificate • First Aid Level 1 Certificate • Oxygen (O₂) Therapy Certificate <p>All proof of certifications and licenses must be included with the bid.</p>		

Point Rated Technical Criteria

Proposals meeting the Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Offeror's response and to permit the Evaluation Team to rate the proposals.

Bids **MUST** achieve a minimum score of **30/60 (50%)** of the total score of the Rated Requirements, the minimum score per rated item and the minimum score per table in order to be considered technically responsive. Proposals which fail to attain at least **30 points** in total score of the Rated Requirements will be considered technically non-responsive and no further evaluation will be conducted.

No.	Criteria	Scoring Grid	Minimum Required Points/Maximum Points	Cross-reference to Proposal <i>(Offeror to complete)</i>



<p>R1</p>	<p>Past project experience requiring a full scope of services in accordance with the Service Requirements in Sections 5 and 6 of the SoW</p>			
<p>R1.1</p>	<p>The Offeror should have experience conducting diving work where it has successfully delivered the following services:</p> <ul style="list-style-type: none"> • Mooring system inspection including cross-sectional loss measurements, location of contact points and drawings. • Steel pontoon and steel pile inspection including ultrasonic testing and condition rating. • Timber pile inspection including condition rating. • Float inspection including timber, steel, concrete, floatation and services including condition rating and drawings. • Concrete inspection. • Vessel haul/propellor inspection and repair. • Marine growth removal using hand tools. • Marine growth removal using pressure washing. • Mooring line replacement (chain and rope up to 38mm diameter). • Anchor/kellet relocation. • Anchor/kellet replacement. • Anchor/kellet fabrication. • Mooring system tensioning using a scale (up to 10,000lbs). • Underwater rock pin / anchor lug installation (custom steel eye up to 50mm diameter). • Floatation (foam/tank) inspection and replacement. • Underwater welding. • Underwater steel cutting (steel piles up to 36" diameter and 3/4" thick). • Underwater timber cutting (timber piles up to 18" diameter). • Float carpentry (replacing 	<p>1 service delivered in any project = 1 Point</p> <p>20 or more services delivered = 20 points</p>	<p>/20</p>	



	<p>timbers).</p> <ul style="list-style-type: none"> • On site reporting to owner including sending field drawings/notes. • Developing as-built drawings. • Airbag lifting services. • ROV inspection. • Real-time high precision GPS locating existing structures and anchors. <p>The Offeror should demonstrate this experience through project descriptions. All projects must have been directly contracted to the Offeror.</p> <p>Each project MUST have the following information:</p> <ol style="list-style-type: none"> 1. The name of the client organization (to whom the services were provided); 2. The name, title, telephone number and email address of Project Authority; (for validation purposes) 3. Description of the type and scope of services that were delivered. 4. Dates and duration of the project (indicating the years and months of engagement and the start and end dates of the work). 			
<p>R1.2</p>	<p>The Offeror should demonstrate that it has undertaken a minimum of one (1) significant* and relevant project within the last 60 months (5 years). All projects must have been directly contracted to the Offeror.</p> <p>Each project MUST have the following information:</p> <ol style="list-style-type: none"> 1. The name of the client organization (to whom the services were provided); 2. The name, title, telephone number and email address of Project Authority; (for validation purposes) 3. Description of the type and scope of services that were delivered. 4. Dates, duration and value of the project (indicating the years and months of engagement and the start 	<p>1 Project = 3 Points</p> <p>5 Projects = 6 Points</p> <p>10 or more Projects = 10 Points</p>	<p>/10</p>	



	and end dates of the work). 5. The names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities. *Significant means the value of the project was greater than \$20,000.00			
R1 Total Points (Maximum of 30 points) <i>(Evaluation Team to complete)</i>				/30

No.	Criteria	Scoring Grid	Minimum Required Points/Maximum Points	Cross-reference to Proposal <i>(Offeror to complete)</i>
R2	Personnel Experience and Capacity			
R2.1	<p>The Offeror should propose a minimum of one (1) Senior Dive Supervisor. The Supervisor must have experience relevant to the Service Requirements in Sections 5 and 6 of the SoW.</p> <p>The Offeror must demonstrate the Supervisors' experience by providing a copy of the Curriculum Vitae (CV) showing the number of years of experience and past projects including description of scope completed as a Dive Supervisor.</p>	<p>At least 12 months of experience = 3 Points</p> <p>At least 60 months of experience = 6 Points</p> <p>At least 120 months of experience = 10 Points</p>	/10	
R2.2	<p>The Offeror should provide a list of in-house dive supervisors who are currently employed at the firm. The list must include the names of the divers, the position they hold, and the amount of years they have been employed for by the Offeror.</p>	<p>At least 1 in-house dive supervisor = 5 points</p> <p>At least 2 in-house dive supervisors = 7 points</p> <p>At least 3 in-house dive supervisors = 10 points</p>	/10	



R2.3	The Offeror should provide a list of in-house divers who are currently employed at the firm. The list must include the names of the divers, the position they hold, and the amount of years they have been employed for by the Offeror.	At least 4 in-house divers = 5 points At least 8 in-house divers = 7 points At least 12 in-house divers = 10 points	/10	
R2 Total Points (Maximum of 30 points) <i>(Evaluation Team to complete)</i>				/30

R1 to R2 Total Points (Minimum Required Point Total = 30 Points) <i>(Evaluation Team to complete)</i>		/60
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ATTACHMENT 2 to PART 4 – FINANCIAL PROPOSAL

The Offeror must complete this pricing schedule and include it in its financial offer once completed. As a minimum, the Offeror must respond to this pricing schedule by including in its financial offer for each of the periods specified below its quoted firm all inclusive price (in CDN \$).

The volumetric data included in this pricing schedule are provided for offer evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the offer solicitation will be consistent with this data.

The Offeror can submit rates for any of the sectors detailed below, or for all of them. By completing the rates table for a specific zone, the Offeror certifies that they are capable of providing the services required for that zone. The Offeror **must** complete the table below indicating which sector they will be providing their rates and services for.

Applicable Sectors

Offeror is Providing the Rates and Services for the Following Sector(s): Offeror must select "Yes" or "No" for sectors where rates and services will be provided.		Yes	No
Sector 1	Lower Mainland		
Sector 2	Southern Sunshine Coast		
Sector 3	Northern Sunshine Coast		
Sector 4	Southern Vancouver Island		
Sector 5	Mid Vancouver Island		
Sector 6	Northern Vancouver Island		
Sector 7	Gulf Islands		
Sector 8	Westcoast Vancouver Island		
Sector 9	Mid Coast		
Sector 10	North Coast		
Sector 11	Haida Gwaii		

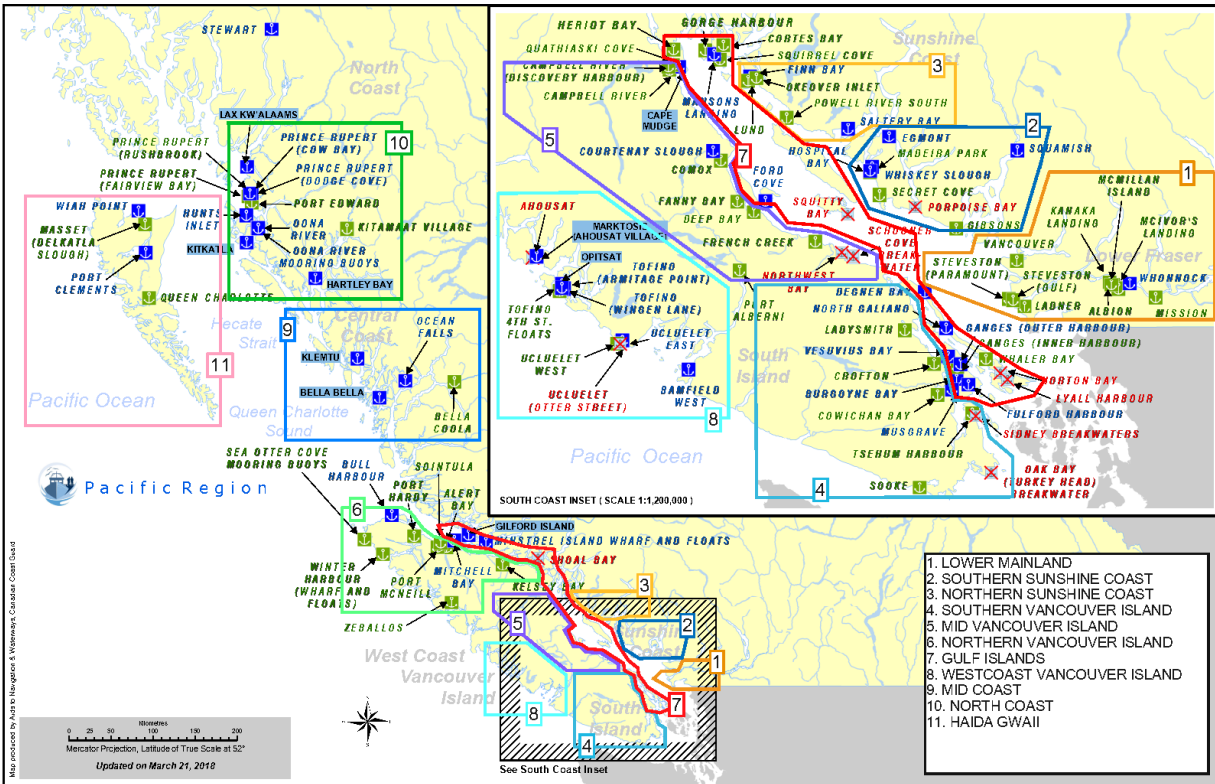


Figure 1 – Applicable Sectors Map

The Offeror **must** complete the tables below for each one of the Sectors that they are applying for and provide their rates for that specific Sector.



1. Initial Contract period: Date of Standing Offer award to 30 September, 2024

1.1 Table 1: Services Rates for Sector _____ (Offeror to complete)

Sector: _____ (Offeror to complete)			
Item	Requirement (A)	Estimated Quantity (B)	Firm All-Inclusive Fixed Hourly Rates (C) (Offeror to complete)
1	Scuba Team of 4 Divers	8 hrs	\$
2	Surface Supply Team of 4 Divers	8 hrs	\$
3	Additional Diver	8 hrs	\$
4	Diver Overtime*	8 hrs	\$
5	Statutory Holiday Diver Rate (all dive members)	8 hrs	\$
6	Stand-By (all dive members)	8 hrs	\$
7	Boat Supply	8 hrs	\$
8	Submersible Lift Bag(s) capable of lifting 10,000 lbs	8 hrs	\$
9	Submersible Lift Bag(s) capable of lifting 20,000 lbs	8 hrs	\$
10	Submersible Ultrasonic Testing Device to measure steel thickness	8 hrs	\$
11	Submersible Welding Equipment	8 hrs	\$
12	Submersible Steel Cutting Equipment (ie: 38mm dia. steel chain)	8 hrs	\$
13	Submersible Timber Cutting Equipment (ie: timber 14" dia. piles)	8 hrs	\$
14	Submersible Drilling Equipment capable of drilling up to 38mm diameter in rock	8 hrs	\$



15	Submersible Pressure Washing Cleaning Equipment	8 hrs	\$
16	Tensioning Equipment (digital scale, winches, blocks, pull ropes) capable of handling up to 10,000 lbs tension load	8 hrs	\$
Total Evaluated Price (D) (Sum of Column C)			\$

1.2 Table 2: Mobilization and Demobilization Rates for Sector _____ (Offeror to complete)

Sector: _____ (Offeror to complete)			
Item	Requirement (D)	Estimated Level of Effort (E)	Firm All-Inclusive Rate (F) (Offeror to complete)
1	Mobilization	1	\$
2	Demobilization	1	\$
Total Evaluated Price (G) (Sum of Column F)			\$

Year 1 Total Price for Sector _____ (Offeror to complete) = \$ [Sum of Rows (D) and (G)]



2. Year 2: 1 October, 2024 to 30 September, 2025

2.1 Table 3: Services Rates for Sector _____ (Offeror to complete)

Sector: _____ (Offeror to complete)			
Item	Requirement (A)	Estimated Quantity (B)	Firm All-Inclusive Fixed Hourly Rates (C) (Offeror to complete)
1	Scuba Team of 4 Divers	8 hrs	\$
2	Surface Supply Team of 4 Divers	8 hrs	\$
3	Additional Diver	8 hrs	\$
4	Diver Overtime*	8 hrs	\$
5	Statutory Holiday Diver Rate (all dive members)	8 hrs	\$
6	Stand-By (all dive members)	8 hrs	\$
7	Boat Supply	8 hrs	\$
8	Submersible Lift Bag(s) capable of lifting 10,000 lbs	8 hrs	\$
9	Submersible Lift Bag(s) capable of lifting 20,000 lbs	8 hrs	\$
10	Submersible Ultrasonic Testing Device to measure steel thickness	8 hrs	\$
11	Submersible Welding Equipment	8 hrs	\$
12	Submersible Steel Cutting Equipment (ie: 38mm dia. steel chain)	8 hrs	\$
13	Submersible Timber Cutting Equipment (ie: timber 14" dia. piles)	8 hrs	\$
14	Submersible Drilling Equipment capable of drilling up to 38mm diameter in rock	8 hrs	\$



15	Submersible Pressure Washing Cleaning Equipment	8 hrs	\$
16	Tensioning Equipment (digital scale, winches, blocks, pull ropes) capable of handling up to 10,000 lbs tension load	8 hrs	\$
Total Evaluated Price (D) (Sum of Column C)			\$

2.2 Table 4: Mobilization and Demobilization Rates for Sector _____ (Offeror to complete)

Sector: _____ (Offeror to complete)			
Item	Requirement (D)	Estimated Level of Effort (E)	Firm All-Inclusive Rate (F) (Offeror to complete)
1	Mobilization	1	\$
2	Demobilization	1	\$
Total Evaluated Price (G) (Sum of Column F)			\$

Year 2 Total Price for Sector _____ (Offeror to complete) = \$ [Sum of Rows (D) and (G)]



3. Year 3: 1 October, 2025 to 30 September, 2026

3.1 Table 5: Services Rates for Sector _____ (Offeror to complete)

Sector: _____ (Offeror to complete)			
Item	Requirement (A)	Estimated Quantity (B)	Firm All-Inclusive Fixed Hourly Rates (C) (Offeror to complete)
1	Scuba Team of 4 Divers	8 hrs	\$
2	Surface Supply Team of 4 Divers	8 hrs	\$
3	Additional Diver	8 hrs	\$
4	Diver Overtime*	8 hrs	\$
5	Statutory Holiday Diver Rate (all dive members)	8 hrs	\$
6	Stand-By (all dive members)	8 hrs	\$
7	Boat Supply	8 hrs	\$
8	Submersible Lift Bag(s) capable of lifting 10,000 lbs	8 hrs	\$
9	Submersible Lift Bag(s) capable of lifting 20,000 lbs	8 hrs	\$
10	Submersible Ultrasonic Testing Device to measure steel thickness	8 hrs	\$
11	Submersible Welding Equipment	8 hrs	\$
12	Submersible Steel Cutting Equipment (ie: 38mm dia. steel chain)	8 hrs	\$
13	Submersible Timber Cutting Equipment (ie: timber 14" dia. piles)	8 hrs	\$
14	Submersible Drilling Equipment capable of drilling up to 38mm diameter in rock	8 hrs	\$



15	Submersible Pressure Washing Cleaning Equipment	8 hrs	\$
16	Tensioning Equipment (digital scale, winches, blocks, pull ropes) capable of handling up to 10,000 lbs tension load	8 hrs	\$
Total Evaluated Price (D) (Sum of Column C)			\$

3.2 Table 6: Mobilization and Demobilization Rates for Sector _____ (Offeror to complete)

Sector: _____ (Offeror to complete)			
Item	Requirement (D)	Estimated Level of Effort (E)	Firm All-Inclusive Rate (F) (Offeror to complete)
1	Mobilization	1	\$
2	Demobilization	1	\$
Total Evaluated Price (G) (Sum of Column F)			\$

Year 3 Total Price for Sector _____ (Offeror to complete) = \$ [Sum of Rows (D) and (G)]



4. Year 4: 1 October, 2026 to 30 September, 2027

4.1 Table 7: Services Rates for Sector _____ (Offeror to complete)

Sector: _____ (Offeror to complete)			
Item	Requirement (A)	Estimated Quantity (B)	Firm All-Inclusive Fixed Hourly Rates (C) (Offeror to complete)
1	Scuba Team of 4 Divers	8 hrs	\$
2	Surface Supply Team of 4 Divers	8 hrs	\$
3	Additional Diver	8 hrs	\$
4	Diver Overtime*	8 hrs	\$
5	Statutory Holiday Diver Rate (all dive members)	8 hrs	\$
6	Stand-By (all dive members)	8 hrs	\$
7	Boat Supply	8 hrs	\$
8	Submersible Lift Bag(s) capable of lifting 10,000 lbs	8 hrs	\$
9	Submersible Lift Bag(s) capable of lifting 20,000 lbs	8 hrs	\$
10	Submersible Ultrasonic Testing Device to measure steel thickness	8 hrs	\$
11	Submersible Welding Equipment	8 hrs	\$
12	Submersible Steel Cutting Equipment (ie: 38mm dia. steel chain)	8 hrs	\$
13	Submersible Timber Cutting Equipment (ie: timber 14" dia. piles)	8 hrs	\$
14	Submersible Drilling Equipment capable of drilling up to 38mm diameter in rock	8 hrs	\$



15	Submersible Pressure Washing Cleaning Equipment	8 hrs	\$
16	Tensioning Equipment (digital scale, winches, blocks, pull ropes) capable of handling up to 10,000 lbs tension load	8 hrs	\$
Total Evaluated Price (D) (Sum of Column C)			\$

4.2 Table 8: Mobilization and Demobilization Rates for Sector _____ (Offeror to complete)

Sector: _____ (Offeror to complete)			
Item	Requirement (D)	Estimated Level of Effort (E)	Firm All-Inclusive Rate (F) (Offeror to complete)
1	Mobilization	1	\$
2	Demobilization	1	\$
Total Evaluated Price (G) (Sum of Column F)			\$

Year 4 Total Price for Sector _____ (Offeror to complete) = \$ [Sum of Rows (D) and (G)]



5. Year 5: 1 October, 2027 to 30 September, 2028

5.1 Table 9: Services Rates for Sector _____ (Offeror to complete)

Sector: _____ (Offeror to complete)			
Item	Requirement (A)	Estimated Quantity (B)	Firm All-Inclusive Fixed Hourly Rates (C) (Offeror to complete)
1	Scuba Team of 4 Divers	8 hrs	\$
2	Surface Supply Team of 4 Divers	8 hrs	\$
3	Additional Diver	8 hrs	\$
4	Diver Overtime*	8 hrs	\$
5	Statutory Holiday Diver Rate (all dive members)	8 hrs	\$
6	Stand-By (all dive members)	8 hrs	\$
7	Boat Supply	8 hrs	\$
8	Submersible Lift Bag(s) capable of lifting 10,000 lbs	8 hrs	\$
9	Submersible Lift Bag(s) capable of lifting 20,000 lbs	8 hrs	\$
10	Submersible Ultrasonic Testing Device to measure steel thickness	8 hrs	\$
11	Submersible Welding Equipment	8 hrs	\$
12	Submersible Steel Cutting Equipment (ie: 38mm dia. steel chain)	8 hrs	\$
13	Submersible Timber Cutting Equipment (ie: timber 14" dia. piles)	8 hrs	\$
14	Submersible Drilling Equipment capable of drilling up to 38mm diameter in rock	8 hrs	\$



15	Submersible Pressure Washing Cleaning Equipment	8 hrs	\$
16	Tensioning Equipment (digital scale, winches, blocks, pull ropes) capable of handling up to 10,000 lbs tension load	8 hrs	\$
Total Evaluated Price (D) (Sum of Column C)			\$

5.2 Table 10: Mobilization and Demobilization Rates for Sector _____ (Offeror to complete)

Sector: _____ (Offeror to complete)			
Item	Requirement (D)	Estimated Level of Effort (E)	Firm All-Inclusive Rate (F) (Offeror to complete)
1	Mobilization	1	\$
2	Demobilization	1	\$
Total Evaluated Price (G) (Sum of Column F)			\$

Year 5 Total Price for Sector _____ (Offeror to complete) = \$ _____ [Sum of Rows (D) and (G)]

6.0 Total Bid Price (Offeror to complete 1 table for each zone they are applying for)

Year	Total Evaluated Price (G)
1	\$
2	\$
3	\$
4	\$
5	\$
Bid Price Total (taxes extra)	\$



Notes:

Firm All Inclusive Fixed Hourly Rate for items listed in column A of the Services Rates Tables

a) Item #1

Provide a **scuba team of 4 divers** in compliance with all provincial and national regulations. "Scuba" is defined as self-contained underwater breathing apparatus (reference: WorkSafeBC).

b) Item #2

Provide a **surface supply team of 4 divers** in compliance with all provincial and national regulations. "Surface supply diving" is defined as supplying air or a mixture of gases to a diver through a hose from the surface (reference: WorkSafeBC).

c) Item #4

"Diver Overtime" applies when work is conducted outside of regular business hours and on holiday. Authorization for Overtime must be granted by the Project Authority in advance.

d) Item #6

'Stand By rates' apply any time due to unforeseen delays, the Offeror's dive team or members have been authorized to be on Stand-by duty and to remain locally on stand-by, should the situation change. Members on standby must be available to return for work as quickly as possible if called. Authorization for Stand-by duty must be granted by the Project Authority in advance. No standby payment shall be granted if the Contractor's team is unable to report for work when required.

Firm All Inclusive Fixed Hourly Rate for items listed in column D of the Mobilization and Demobilization Rates Tables

a) Item #1 and #2

The Offeror's rates must include travel to the site, preparation for the dive, demobilization of all material, equipment, and labour required for the dives, as well as the return trip to the contractor's base. Refer to Annex A – Statement of Work, 4.13 for common equipment and materials to supply for each mobilization.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **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 the Issuance of a Standing Offer and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer



5.2.3.1 Status and Availability of Resources

SACC Manual Clause [M3020T](#) (2016-01-28), Status of Availability of Resources – Offer

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

Definitions

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police 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 Offeror a FPS in receipt of a pension?

YES () NO ()

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

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



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

Work Force Adjustment Directive

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

YES () **NO ()**

If so, the Offeror must provide the following information:

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

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

5.2.3.3 List of Names for Integrity Verification Form

Offerors 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:

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



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 Offeror 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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Contract.

Escort required at DFO site(s)

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party 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 Insurance Requirements – Specific Requirement

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.



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

There is no security requirement applicable to the Contract.

Escort required at DFO site(s)

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party 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).

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2005 (2022-12-01) General Conditions - Standing Offers - Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

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

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

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



The semi-annual reporting periods are defined as follows:

- Report 1: 1 April to 31 October
- Report 2: 1 November to 31 March

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of Award to 30 September, 2028 inclusive.

7.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users in the region of British Columbia, excluding locations within British Columbia that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within British Columbia will have to be treated as a separate procurement, outside of the standing offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Mazen Obeid

Senior Contracting Officer
Procurement Services and Procurement Hub
Fisheries and Oceans Canada
Government of Canada

200 Kent Street
Ottawa, ON K1A 0E6
Cell phone: (613) 299-2564
E-mail: Mazen.Obeid@dfo-mpo.gc.ca

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

7.5.2 Project Authority *(To be provided at standing offer award)*

The Project Authority for the Standing Offer is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____



Facsimile: _____ - _____ - _____

E-mail address: _____

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

7.5.3 Offeror's Representative *(To be provided at standing offer award)*

7.6 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.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is The Department of Fisheries and Oceans

7.8 Call-up Procedures – Right of First Refusal Basis

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

The call-up procedures require that, for each call-up, DFO provide at a minimum a statement of work (SoW) by email. At a minimum, the SOW should contain the following information:

- Work description
- Estimated level of effort
- Job location
- Any other information necessary to perform the work

For each call-up, the Department may contact several firms at the same time to verify their availability and their interest in carrying out the work requested. The firms solicited will have two (2) working days to indicate their interest. Of the interested firms, the one with the highest ranking, according to the order of the right of first refusal, will be retained for the preparation of the proposal.

The Department will use the SO as deemed necessary and reserves the right to use other methods of selection, at its sole discretion, as appropriate.

7.9 Call-up Instrument



The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offeror
3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$400,000.00** (Applicable Taxes included).

7.11 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity);
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- i) Annex C, Insurance Requirements;
- j) the Offeror's offer dated _____ *(to be inserted at standing offer award)*

7.12 Certifications and Additional Information

7.12.1 Compliance

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

7.12.2 SACC Manual Clauses



M3020C (2016-01-28), Status of Availability of Resources – Standing Offer

7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.



B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

As this Call-up 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 Standing Offer 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.

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

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

Delete: 2010B 10 (2013-03-21), Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca and [Attn: TBD](#). 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 Project Authority) **TBD**. **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.

Section 15 Interest on Overdue Accounts, of [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Call-Ups

7.3.1 Period of the Call-Ups

The period of the Standing Offer is from date of award to 30 September, 2028.

7.4 Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

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.

7.5 Payment

7.5.1 Basis of Payment– Fixed Time Rate – Limitation of Expenditure

The Contractor will be paid for the Work specified in the call-up, in accordance with the Basis of payment at Annex B, and to the call-up limitation of expenditure. Customs duties are included and Applicable Taxes are extra.

7.5.2 Limitation of Expenditure

1. Canada's liability to the Contractor under the call-up must not exceed limitation of expenditure specified in the call-up. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work specified in the call-up 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.

7.5.2.1 Auditing

C1004C (2014-06-26) – Auditing, applies to and forms part of the contract.

7.5.3 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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.

7.5.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 – Direct Request by Customer Department

7.5.5 Electronic Payment of Invoices – Call-up *(to be inserted at standing offer award)*

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit

7.5.6 Travel and Living Expenses - National Joint Council Travel Directive

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated Cost: \$ _____ *(to be provided at each call-up award)*

7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with section 7.2.1 entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by a copy of any documents as specified in the Contract.
3. Invoices must be submitted in the name of the contractor to DFO according to the information provided at the time of the award of the call-up, and containing the information required in article 7.2.1 *(to be inserted at call-up award)*



7.7 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) business 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.

7.8 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".
- (e) **Dispute Resolution (i.e. "mediation") clause:** The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, *either Party* may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.
- (f) **Review of complaint clause re: contract "administration":** The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca .

7.9 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.



ANNEX "A"

STATEMENT OF WORK

1.0 TITLE

Diving Services for Inspections and Minor Repairs, British Columbia

2.0 BACKGROUND

The Department of Fisheries & Oceans Canada, Small Craft Harbours branch operates and maintains a National system of harbours to provide commercial fish harvesters and other harbour users with safe and accessible facilities. The Small Craft Harbours Pacific region is responsible for over 100 harbour facilities in the province of British Columbia. Some of these sites will be located in remote locations.

3.0 OBJECTIVE

The Department of Fisheries & Oceans Canada, Small Craft Harbours is seeking qualified suppliers to provide support to Small Craft Harbours with diving services such as inspection and minor repairs to meet program obligations with respect to maintaining safe and accessible facilities.

4.0 GENERAL REQUIREMENTS

4.1 Use of Terms

- .1 "**Small Craft Harbours**" means Department of Fisheries and Oceans (DFO), Small Craft Harbours (SCH), Pacific Region.
- .2 "**Project Authority**" means the Small Craft Harbours technical representative(s) or authorized representative(s);
- .3 "**Contractor**" means the company selected to perform all the work described herein;
- .4 "**Proponent**" means a company providing a proposal for this standing offer;
- .5 "**Diver Assistant**" means a person on the surface of the water that constantly monitors the diver's safety line;
- .6 "**Diving Supervisor**" means the person who is responsible for leading the dive;
- .7 "**Diver**" means a person who dives under the water to perform a job, an inspection or an underwater observation task;
- .8 "**Support Diver**" means the person who must remain on the surface and who only dives in emergencies to rescue the diver under water.
- .9 "**Diving Area**" means the area that identifies where the work will be performed by the diver.

4.2 Services to be Provided

This Statement of Work (SoW) provides common services which may be required for the various projects. The Contractor will be engaged through individual project specific "Call-Ups" which will include a project specific SOW, identifying the required services. These services may include, but are not limited to, the following:

1. Inspection service
2. Minor maintenance service
3. Any other type of work need to be carried out depending on the particular characteristics of the structure to be inspected.

4.3 Execution Time



The work of inspecting a structure must begin upon confirmation and signature of a call-up, and must be completed within the time frame provided for in the call-up. Meeting deadlines is of primary importance. Any change to the schedule must be reported to SCH as soon as possible. The Contractor will be responsible for any and all costs which are not specified in the call-ups such as, but not limited to, lack of equipment, equipment breakdowns, insufficient materials etc.

4.4 Worksite Log

The Contractor shall keep a worksite log up to date that will contain at a minimum:

- the times of arrival to and departure from the site;
- the preparation time for the diving work;
- the time spent in diving;
- the time lost due to unforeseen circumstances;
- the downtimes (lunches and breaks);
- the travel time;
- the diving supervisor's signature;
- the Project Authority's signature.

4.5 Examination of the Sites

Once a call-up has been issued and the contractor is on-site, the Contractor must make their own assessment of the difficulties to be considered before the execution of the work. It is their responsibility to obtain all the information needed for the assessment and the execution of the contract.

4.6 Standards and Certification

The services provided by the Contractor must conform to standard CAN/CSA-Z275.4, Competency Standard for Diving Operations, to standard CAN/CSA-Z275.2, Occupational Safety Code for Diving Operations, the most recent version, and to Federal regulation – Canada Labour Code, Part XVIII - Diving Operations, or relevant provincial regulations.

The Contractor must manage their activities so that the health and safety of the public, their personnel and other workers at the inspection site, as well as the protection of the environment, always take precedence over the execution of the work.

4.7 Checklist to be Completed Before Proceeding with Each Dive

See Annex A1 - Checklist to be completed before proceeding with the diving work.

- Emergency Plan;
- Present valid First Aid Level 1 and Oxygen Therapy certificates;
- Present a valid medical certificate before each dive;
- Present a valid competency card / certificate (DCBC / WCB);
- Present a logbook;
- A support diver (fully clad) must always be present and ready to intervene;
- Delimitation of the work area;
- Additional equipment and accessories in working condition;
- Provide a voice communication system at all times;
- Provide a safety line for each dive.

4.8 Use of the Sites



The work must be carried out so as to not interfere with the normal operations of site users. The work must be planned in such a way that minimizes interference with harbour operations. Any expected interference shall be notified to the Project Authority in a timely manner (at least 48hrs notice or more is recommended). After each maintenance visit, the Contractor will remove from the sites all refuse and rubbish resulting from the performance of his work. The Contractor must leave the sites in a state of cleanliness that is to the complete satisfaction of the SCH Project Authority. Certain locations may present a greater risk due to the current (upstream of a dam) such as a tunnel with gates, weirs, etc.

4.9 Contractor's Responsibilities

The Contractor is responsible for providing their personnel with the appropriate equipment, apparatus, tools and machinery, including personal protective equipment (PPE), ensure that the equipment is well maintained and is used in the prescribed manner, in accordance with the Canada Labour Code (CLC) and provincial regulations, if applicable. All work must be performed to the satisfaction of SCH Project Authority. Work that is not accepted must be rectified immediately and without additional charges. The Contractor is entirely responsible for any damage they may cause to the property of SCH or to third parties when executing the work.

4.10 Work Schedule

The majority of work will be done between 7:00 a.m. and 4:00 p.m., not exceeding eight (8) hours per day. However, emergency work or work for operational reasons may be required outside this schedule. Although normally, dives are not planned on Saturdays, Sundays or holidays, the Contractor should have a team of divers available to work any day of the year, according to needs. Overtime hours will be charged according to the unit rate listed in Annex B - Basis of Payment, and must be approved by DFO's Project Authority prior to the start of the work.

4.11 Communication

Before leaving the sites, the diving supervisor and the project leader are expected to deliver a report on the intervention, including:

- an assessment of the state of the items inspected compared to what was expected;
- a brief presentation of the results;
- any information that could indicate a safety issue;
- the corrective action to be implemented where necessary.

At the start of each call-up, the Contractor must provide the following information to the Project Authority before work starts:

- A copy of their Safe Practices Manual
- Submit the list of qualified divers, including a copy of their valid Competency card / certificate (DCBC / WCB), Medical certificate, First Aid Level 1 certificate and Oxygen Therapy certificate. SCH must receive this information **BEFORE** the start of each call-up for approval.

4.12 Requirements Prior to Starting Work on a Call-up

1. The Contractor shall perform background research and review before mobilization including, but not limited to:
 - Familiarization with the information provided as required;
 - Previous inspection reports;
 - Maintenance and repair plans;
 - Survey plans / Site drawings;
 - Photos



2. Provide the list of proposed resources for the specific call-up. The Contractor must demonstrate that the qualifications and experience of any resource that is proposed for the call-up that do not appear in the list of approved resources in the Standing Offer, are equivalent to or exceed those of the originally approved resources. Failure to demonstrate this may result in the call-up being cancelled and awarded to the next available supplier;
3. Provide all the documentation as required in the Standing Offer and according to all standards specific to the work to be performed (eg: qualification certificate; medical certificates; evacuation plan; health and safety prevention program, etc.);
4. The Contractor must submit a work plan summary at least 72 hours prior to mobilizing to the site. This plan must include a schedule, the equipment list, a description of the methodology of work, the water entering method, all this in accordance with the statement of work.

4.13 On-Site Work

The Contractor must:

1. Perform all the visual observations and inspections required as well as all statements and measurements asked for on the elements and/or the structure(s) to be inspected.
2. Assess the state of degradation of the structural components, taking care to extensively document the observations by means of photos, sketches, videos, measurements, etc. Comments must accompany the transcripts to clarify the peculiarities or to ensure a proper understanding of the observations by SCH's technical staff.
3. Film every inspection using a camera located on the diver's helmet to allow him to have his hands free to carry out the tasks related to the inspection and the work. Viewing of the inspection must be capable of being monitored live and continuously on the site by the diving supervisor. The video recording must include the recording of the diver's comments and the exchanges between him and the diving supervisor at the same time as the video is being taken. The video equipment must be in perfect working condition. Camera quality: colour, high definition. The recording of the inspection must be submitted to SCH in digital format when the inspection reports are submitted. All the recording tapes must be submitted to SCH, individually identified with the location, the structure inspected, the date, the start time and end time of video recording as well as a brief description of the work appearing on the video tape. Video format: readable using common software.
4. Provide common equipment necessary for inspection and minor works for every site mobilization. Common equipment includes, but is not limited to: basic hand tools, wire brushes, hand cleaning tools, measuring equipment, torch, above water rope/chain cutting equipment, submersible video, submersible voice communication, etc. Unless SCH specifies otherwise, all this equipment shall be available on the site, in good working condition and no additional costs can be claimed for this purpose. When special equipment is required, a special agreement will be made with SCH to cover the costs incurred. The Contractor must specify the need for a vessel according to the type of work to be undertaken and provide this vessel including the navigator if requested by SCH. This vessel will be available to SCH if necessary for the inspection of the work.
5. Supply minor materials for every site mobilization including, but not limited to: 100 heavy duty zip ties, 20 rolls of electrical tape, 100 feet of 25mm polysteel and 50 feet of fire hose (for line protection). If these minor materials are unused they shall become the property of the Contractor.

4.14 Monitoring of the Inspection Work

The team responsible for the inspection must establish the appropriate means of communication to advise the SCH Project Authority in the shortest possible time, if he is not already on-site, of specific problems discovered during the inspection so that appropriate decisions concerning the inspection can be made in time. If necessary, photos or sketches may be required to allow SCH to better understand the nature of the problem.



5.0 INSPECTION SERVICE REQUIREMENTS

The objective is to review and analyze all available project information, consult with the Project Authority and deliver a comprehensive underwater dive inspection.

5.1 Scope and Activities

1. Review and analyze the project requirements.
2. Mobilize and demobilize the site.
3. Perform an underwater dive inspection that may include, but is not limited to, the following:
 - i. Provide underwater video of deficiencies or areas of interest (ie: connections, anchors, marine infestation, rot...etc) and send to Project Authority.
 - ii. Inspect mooring lines for line contacts/interference at high and low tide. Measure the location of the contact points and the length of the line if required to be replaced. Measure cross-section loss (CSL) (if any). Recommend a remediation plan (ie: change line order, install protective sleeve, install section of chain, install spring line...etc).
 - iii. Inspect mooring lines for CSL (ie: due to corrosion/mechanical damage) at regular intervals and critical areas as specified by the Project Authority.
 - iv. Inspect mooring connections for deficiencies and CSL.
 - v. Inspect anodes (if any) and report remaining size of anodes.
 - vi. Inspect anchors for deficiencies (ie: concrete spalling, CSL of connections...etc). Record anchor orientation (ie: upside down, buried, on side...etc). Record if anchor has hole through block and measure the size of hole.
 - vii. Inspect underwater timbers (ie: floats and piles) for marine infestation (approximate size of cavities), rot and mechanical damage. Report CSL and provide a condition rating of the timber (Poor, Fair, Good, Excellent)
 - viii. Perform Ultrasonic Testing (UT) of steel infrastructure (ie: piles and floating pontoon breakwaters).
 - ix. Inspect floatation (ie: fibreglass pontoons, styrofoam billets, poly tanks...etc) for deficiencies.
 - x. Provide an approximate as-built of the mooring system(s). Markup a base drawing provided by the Project Authority showing the approximate location and length of mooring lines, material types and sizes and approximate anchor locations, sizes and orientation.
4. Provide an opinion of the recommended repairs including the level of urgency of repairs. Report any urgent repairs to the Project Authority during the inspection, prior to demobilization.

5.2 Deliverables

1. Report urgent inspection results immediately to the Project Authority prior to demobilization. The Contractor shall plan, as a minimum, to complete temporary repairs to mitigate the urgent repairs (ie: installation of safety mooring lines) prior to demobilization.
2. Provide an inspection report that will contain at a minimum:
 - a) Title Page
 - b) Introduction
 - c) Facility Description
 - d) Inspection Results
 - e) Conclusion & Recommendations
 - f) Appendices:
 - i. Photographs



ii. Drawings

3. Mail a USB with underwater video to Project Authority.

6.0 MINOR MAINTENANCE SERVICE REQUIREMENTS

The objective is to review and analyze all available project information, consult with the Project Authority and perform underwater diving minor maintenance.

6.1 Scope and Activities

1. Review and analyze the project requirements.
2. Mobilize and demobilize the site.
3. Perform underwater dive minor repairs such as, but not limited to, the following:
 - i. Replace mooring lines and connections (ie: rope, chain, shackles..etc)
 - ii. Replace floatation (ie: fibreglass pontoons, styrofoam billets, poly tanks...etc)
 - iii. Replace anodes
 - iv. Replace or relocate anchors
 - v. Replace hardware (ie: float hardware)
 - vi. Adjust mooring line tensions
 - vii. Underwater cleaning of marine growth (ie: hand tools and pressure washing)

6.2 Deliverables

1. Provide a summary email of completed repairs and photos.
2. Update as-built drawings.



ANNEX "A1"

Checklist Before Proceeding with Diving Work

Prior to issuing a call-up, the Contractor's representative must complete the table below and provide all necessary supporting documents as required:

(Initials)

1. An emergency plan;	
2. The divers must provide a valid First-Aid Level 1 and Oxygen to the Project Authority before each dive;	
3. The divers must provide a valid Medical certificate to the Project Authority before each dive;	
4. The divers must provide a valid Competency card / certificate (DCBC / WCB) to the Project Authority before each dive;	
5. A logbook for each diver must be presented;	
6. An equipped (fully clad) support diver must always be present during the dive;	
7. Delimitation of the work area;	
8. Equipment in good operating condition;	
9. Provide a voice communication system at all times;	
10. Provide a safety line for each dive.	



ANNEX "B"

BASIS OF PAYMENT

(to be completed at SO award)

The hourly rates identified will be for the duration of the Standing Offer.

Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services will be paid (with prior approval of the Project Authority) in accordance with current National Joint Council Travel Directive.

Applicable Sectors *(to be completed at SO award)*

Offeror is Providing the Rates and Services for the Following Sector(s)	
Sector 1	Lower Mainland
Sector 2	Southern Sunshine Coast
Sector 3	Northern Sunshine Coast
Sector 4	Southern Vancouver Island
Sector 5	Mid Vancouver Island
Sector 6	Northern Vancouver Island
Sector 7	Gulf Islands
Sector 8	Westcoast Vancouver Island
Sector 9	Mid Coast
Sector 10	North Coast
Sector 11	Haida Gwaii

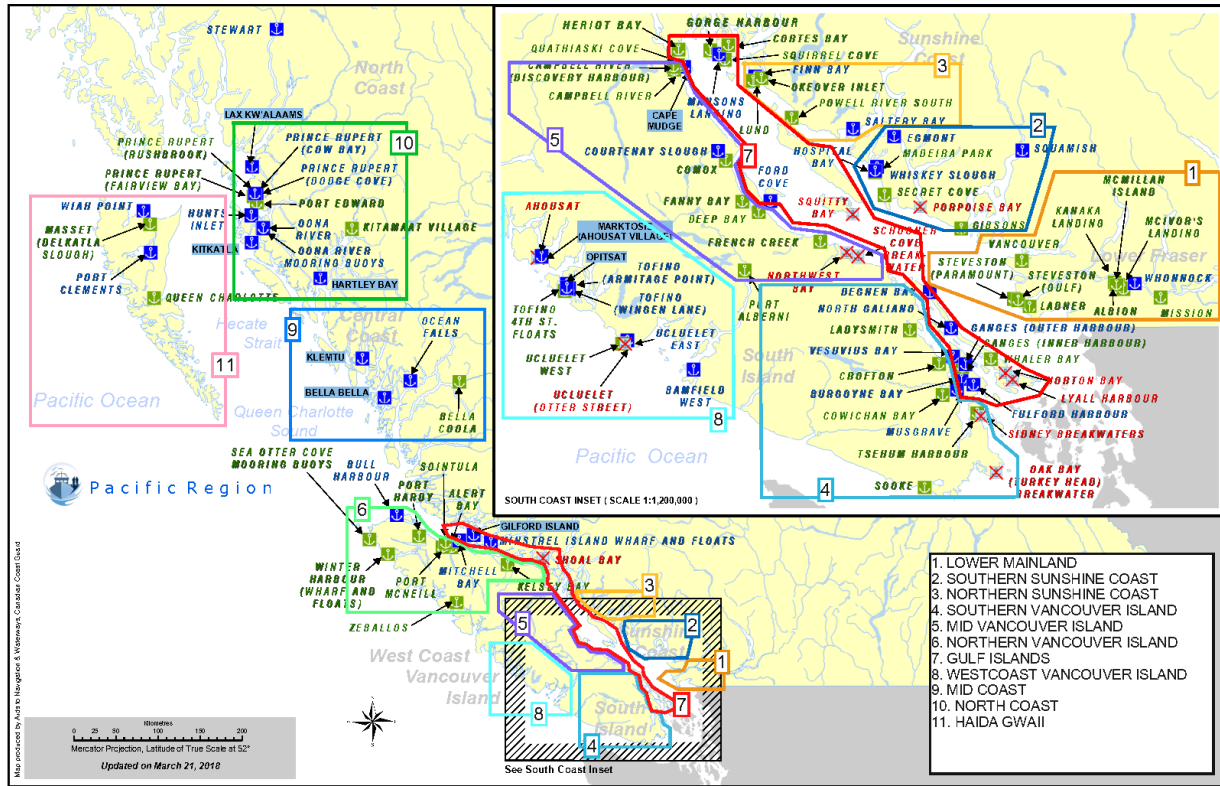


Figure 1 – Applicable Sectors Map

1. Year 1 (Initial Contract period): Date of Standing Offer award to 30 September, 2024

1.1 Table 1: Services Rates for Sector _____ (to be completed at SO award)

Sector: _____ (to be completed at SO award)		
Item	Requirement (A)	Firm All-Inclusive Fixed Hourly Rates (to be completed at SO award)
1	Scuba Team of 4 Divers	\$
2	Surface Supply Team of 4 Divers	\$
3	Additional Diver	\$
4	Diver Overtime	\$



5	Statutory Holiday Diver Rate (all dive members)	\$
6	Stand-By (all dive members)	\$
7	Boat Supply	\$
8	Submersible Lift Bag(s) capable of lifting 10,000 lbs	\$
9	Submersible Lift Bag(s) capable of lifting 20,000 lbs	\$
10	Submersible Ultrasonic Testing Device to measure steel thickness	\$
11	Submersible Welding Equipment	\$
12	Submersible Steel Cutting Equipment (ie: 38mm dia. steel chain)	\$
13	Submersible Timber Cutting Equipment (ie: timber 14" dia. piles)	\$
14	Submersible Drilling Equipment capable of drilling up to 38mm diameter in rock	\$
15	Submersible Pressure Washing Cleaning Equipment	\$
16	Tensioning Equipment (digital scale, winches, blocks, pull ropes) capable of handling up to 10,000 lbs tension load	\$
17	Materials	\$

1.2 Table 2: Mobilization and Demobilization Rates for Sector _____ (to be completed at SO award)

Sector: _____ (to be completed at SO award)		
Item	Requirement (B)	Firm All-Inclusive Rate (to be completed at SO award)
1	Mobilization	\$
2	Demobilization	\$



2. Year 2: 1 October, 2024 to 30 September, 2025

2.1 Table 3: Services Rates for Sector _____ (to be completed at SO award)

Sector: _____ (to be completed at SO award)		
Item	Requirement (A)	Firm All-Inclusive Fixed Hourly Rates (to be completed at SO award)
1	Scuba Team of 4 Divers	\$
2	Surface Supply Team of 4 Divers	\$
3	Additional Diver	\$
4	Diver Overtime	\$
5	Statutory Holiday Diver Rate (all dive members)	\$
6	Stand-By (all dive members)	\$
7	Boat Supply	\$
8	Submersible Lift Bag(s) capable of lifting 10,000 lbs	\$
9	Submersible Lift Bag(s) capable of lifting 20,000 lbs	\$
10	Submersible Ultrasonic Testing Device to measure steel thickness	\$
11	Submersible Welding Equipment	\$
12	Submersible Steel Cutting Equipment (ie: 38mm dia. steel chain)	\$
13	Submersible Timber Cutting Equipment (ie: timber 14" dia. piles)	\$
14	Submersible Drilling Equipment capable of drilling up to 38mm diameter in rock	\$



15	Submersible Pressure Washing Cleaning Equipment	\$
16	Tensioning Equipment (digital scale, winches, blocks, pull ropes) capable of handling up to 10,000 lbs tension load	\$
17	Materials	\$

2.2 Table 4: Mobilization and Demobilization Rates for Sector _____ (to be completed at SO award)

Sector: _____ (to be completed at SO award)		
Item	Requirement (B)	Firm All-Inclusive Rate (to be completed at SO award)
1	Mobilization	\$
2	Demobilization	\$



3. Year 3: 1 October, 2025 to 30 September, 2026

3.1 Table 5: Services Rates for Sector _____ (to be completed at SO award)

Sector: _____ (to be completed at SO award)		
Item	Requirement (A)	Firm All-Inclusive Fixed Hourly Rates (to be completed at SO award)
1	Scuba Team of 4 Divers	\$
2	Surface Supply Team of 4 Divers	\$
3	Additional Diver	\$
4	Diver Overtime	\$
5	Statutory Holiday Diver Rate (all dive members)	\$
6	Stand-By (all dive members)	\$
7	Boat Supply	\$
8	Submersible Lift Bag(s) capable of lifting 10,000 lbs	\$
9	Submersible Lift Bag(s) capable of lifting 20,000 lbs	\$
10	Submersible Ultrasonic Testing Device to measure steel thickness	\$
11	Submersible Welding Equipment	\$
12	Submersible Steel Cutting Equipment (ie: 38mm dia. steel chain)	\$
13	Submersible Timber Cutting Equipment (ie: timber 14" dia. piles)	\$
14	Submersible Drilling Equipment capable of drilling up to 38mm diameter in rock	\$



15	Submersible Pressure Washing Cleaning Equipment	\$
16	Tensioning Equipment (digital scale, winches, blocks, pull ropes) capable of handling up to 10,000 lbs tension load	\$
17	Materials	\$

3.2 Table 6: Mobilization and Demobilization Rates for Sector _____ (to be completed at SO award)

Sector: _____ (to be completed at SO award)		
Item	Requirement (B)	Firm All-Inclusive Rate (to be completed at SO award)
1	Mobilization	\$
2	Demobilization	\$



4. Year 4: 1 October, 2026 to 30 September, 2027

4.1 Table 7: Services Rates for Sector _____ (to be completed at SO award)

Sector: _____ (to be completed at SO award)		
Item	Requirement (A)	Firm All-Inclusive Fixed Hourly Rates (to be completed at SO award)
1	Scuba Team of 4 Divers	\$
2	Surface Supply Team of 4 Divers	\$
3	Additional Diver	\$
4	Diver Overtime	\$
5	Statutory Holiday Diver Rate (all dive members)	\$
6	Stand-By (all dive members)	\$
7	Boat Supply	\$
8	Submersible Lift Bag(s) capable of lifting 10,000 lbs	\$
9	Submersible Lift Bag(s) capable of lifting 20,000 lbs	\$
10	Submersible Ultrasonic Testing Device to measure steel thickness	\$
11	Submersible Welding Equipment	\$
12	Submersible Steel Cutting Equipment (ie: 38mm dia. steel chain)	\$
13	Submersible Timber Cutting Equipment (ie: timber 14" dia. piles)	\$
14	Submersible Drilling Equipment capable of drilling up to 38mm diameter in rock	\$



15	Submersible Pressure Washing Cleaning Equipment	\$
16	Tensioning Equipment (digital scale, winches, blocks, pull ropes) capable of handling up to 10,000 lbs tension load	\$
17	Materials	\$

4.2 Table 8: Mobilization and Demobilization Rates for Sector _____ (to be completed at SO award)

Sector: _____ (to be completed at SO award)		
Item	Requirement (B)	Firm All-Inclusive Rate (to be completed at SO award)
1	Mobilization	\$
2	Demobilization	\$



5. Year 5: 1 October, 2027 to 30 September, 2028

5.1 Table 9: Services Rates for Sector _____ (to be completed at SO award)

Sector: _____ (to be completed at SO award)		
Item	Requirement (A)	Firm All-Inclusive Fixed Hourly Rates (to be completed at SO award)
1	Scuba Team of 4 Divers	\$
2	Surface Supply Team of 4 Divers	\$
3	Additional Diver	\$
4	Diver Overtime	\$
5	Statutory Holiday Diver Rate (all dive members)	\$
6	Stand-By (all dive members)	\$
7	Boat Supply	\$
8	Submersible Lift Bag(s) capable of lifting 10,000 lbs	\$
9	Submersible Lift Bag(s) capable of lifting 20,000 lbs	\$
10	Submersible Ultrasonic Testing Device to measure steel thickness	\$
11	Submersible Welding Equipment	\$
12	Submersible Steel Cutting Equipment (ie: 38mm dia. steel chain)	\$
13	Submersible Timber Cutting Equipment (ie: timber 14" dia. piles)	\$
14	Submersible Drilling Equipment capable of drilling up to 38mm diameter in rock	\$



15	Submersible Pressure Washing Cleaning Equipment	\$
16	Tensioning Equipment (digital scale, winches, blocks, pull ropes) capable of handling up to 10,000 lbs tension load	\$
17	Materials	\$

5.2 Table 10: Mobilization and Demobilization Rates for Sector _____ (to be completed at SO award)

Sector: _____ (to be completed at SO award)		
Item	Requirement (B)	Firm All-Inclusive Rate (to be completed at SO award)
1	Mobilization	\$
2	Demobilization	\$



Notes

Firm All Inclusive Fixed Hourly Rate for items listed in column A of the Services Rates Tables

a) Item #1 Scuba Team of 4 Divers

Provide a **scuba team of 4 divers** in compliance with all provincial and national regulations. "Scuba" is defined as self-contained underwater breathing apparatus (reference: WorkSafeBC).

b) Item #2: Surface Supply Team of 4 Divers

Provide a **surface supply team of 4 divers** in compliance with all provincial and national regulations. "Surface supply diving" is defined as supplying air or a mixture of gases to a diver through a hose from the surface (reference: WorkSafeBC).

c) Item #4: Diver Overtime

"Diver Overtime" applies when work is conducted outside of regular business hours and on holiday. Authorization for Overtime must be granted by the Project Authority in advance.

d) Item #6: Stand-By (all dive members)

'Stand By rates' apply any time due to unforeseen delays, the Offeror's dive team or members have been authorized to be on Stand-by duty and to remain locally on stand-by, should the situation change. Members on standby must be available to return for work as quickly as possible if called. Authorization for Stand-by duty must be granted by the Project Authority in advance. No standby payment shall be granted if the Contractor's team is unable to report for work when required.

e) Item #17: Materials

DFO may require the supplier to purchase call-up specific materials to successfully execute the tasks within a call-up (e.g. double braid nylon rope, long link mooring chain, galvanized shackles, fire hose, polysteel rope, etc.). Should DFO require any material, the supplier will be re-imbursed at cost including shipping and handling (if applicable) with no mark-up. Authorization for the purchase of materials for call-ups must be authorized by the Project Authority in advance. DFO will only pay for materials as specified in the call-up and will not be responsible for materials purchased outside of the ones required in the call-up.

Firm All Inclusive Fixed Hourly Rate for items listed in column B of the Mobilization and Demobilization Rates Tables

a) Item #1 and #2

The Offeror's rates include travel to the site, preparation for the dive, demobilization of all material, equipment, and labour required for the dives, as well as the return trip to the contractor's base. Refer to Annex A – Statement of Work, 4.13 for common equipment and materials to supply for each mobilization.



ANNEX "1" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror should complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit



ANNEX "C"

INSURANCE REQUIREMENTS

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability 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 should read as follows: Canada, as represented by Fisheries and Oceans Canada.
- b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e) Cross Liability/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) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j) 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.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, 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"
STANDING OFFER REPORT

Date of the call-up	Project Authority	Items acquired/services provided	Work completion date	Quantity	Price	Total