



**RETURN BIDS TO:
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Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans Canada
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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 aux : 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).

Comments: - Commentaires :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Remotely Operated Vehicle Technical Support Services for Offshore Research		Date October 3, 2023
Solicitation No. – N° de l'invitation 30003616A		
Client Reference No. - No. de référence du client 30003616A		
Solicitation Closes – L'invitation prend fin At / à : 14:00 AST(Atlantic Standard Time) On / le : October 18, 2023		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Karine Plante, Senior Contracting Officer Email – courriel: DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca Copy to / Copie à : Karine.Plante@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone télécopieur	Facsimile No. – No. de	
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	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 INTRODUCTION	4
1.2 SUMMARY	4
1.3 SECURITY REQUIREMENTS	5
1.4 DEBRIEFINGS	5
1.5 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	5
PART 2 - OFFEROR INSTRUCTIONS	6
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	6
2.2 SUBMISSION OF OFFERS	6
2.3 FORMER PUBLIC SERVANT	6
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	7
2.5 APPLICABLE LAWS	8
2.6 BID CHALLENGE AND RECOURSE MECHANISMS	8
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	9
3.1 OFFER PREPARATION INSTRUCTIONS.....	9
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	11
4.1 EVALUATION PROCEDURES	11
4.2 BASIS OF SELECTION.....	11
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	13
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	13
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	13
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	16
6.1 SECURITY REQUIREMENTS	16
6.2 INSURANCE REQUIREMENTS.....	16
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	17
A. STANDING OFFER	17
7.1 OFFER	17
7.2 SECURITY REQUIREMENTS	17
7.3 STANDARD CLAUSES AND CONDITIONS	17
7.4 TERM OF STANDING OFFER.....	17
7.5 AUTHORITIES	18
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	19
7.7 IDENTIFIED USERS	19
7.8 CALL-UP PROCEDURES - RIGHT OF FIRST REFUSAL	19
7.9 CALL-UP INSTRUMENT	19
7.10 LIMITATION OF CALL-UPS.....	20
7.11 PRIORITY OF DOCUMENTS.....	20
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION	20
7.13 APPLICABLE LAWS	20
7.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	20
B. RESULTING CONTRACT CLAUSES	21
7.1 STATEMENT OF WORK.....	21
7.2 STANDARD CLAUSES AND CONDITIONS	21
7.3 TERM OF CONTRACT	21
7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	21
7.5 PAYMENT	21

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

30003616A

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

30003616A

30003616A

7.6	INVOICING INSTRUCTIONS.....	22
7.7	INSURANCE REQUIREMENTS.....	22
7.8	DISPUTE RESOLUTION.....	22
	ANNEX « A » STATEMENT OF WORK.....	24
	ANNEX « B » BASIS OF PAYMENT.....	31
	ANNEX « C » SECURITY REQUIREMENTS CHECK LIST.....	34
	ANNEX « D » MANDATORY CRITERIA.....	37

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 Evaluation Criteria and any other annexes.

1.2 Summary

1.2.1 The Department of Fisheries and Oceans (DFO) has a requirement to support offshore research using a remotely operated vehicles that gather and store high definition video and still photographs and environmental data from depths of 100 to 3500m. The remotely operated vehicles are used primarily to collect quantitative data on the distribution and abundance patterns of mid-water and benthic organisms (e.g., fishes, corals, sponges, and other invertebrates), environmental conditions at or near the seafloor (including oxygen concentration, salinity, temperature), substrate type (e.g., mud, sand, cobble, boulder, bedrock), and positional data (including altitude above seafloor, latitude, longitude, and depth).

The non-destructive survey tools (NDST) program based out of the Pacific Biological Station will acquire two new remotely operated vehicles in 2024. The intent is to establish a minimum of two (2) standing offers for the services of technical consultants to assist DFO in the testing and troubleshooting of remotely operated vehicles aboard large platform such as the Canadian Coast Guard Ships J.P. Tully or Vector. Services are also requested for assistance with mobilization and

demobilization of remotely operated vehicles from the vessel to DFO facilities at the Institute of Ocean Sciences in Sidney, B.C. or the Pacific Biological Station in Nanaimo, B.C..

The period of the Standing Offer will be from Standing Offer award to March 31, 2028.

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

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

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.

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days

Insert: 120 days

2.2 Submission of Offers

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

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

2.3 Former Public Servant

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

Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the

implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

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

Signed: _____

Date: _____

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority **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.

2.5 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.

2.6 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)
- (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

Canada requests that Offerors provide their offer by the date, time and place indicated on page 1 of the Request for Standing Offers in separately bound sections as follows.

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

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

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

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

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

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 provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Part 5 Electronic Payment Instruments, to identify which ones are accepted.

If Part 5 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.

Solicitation No. - N° de l'invitation

30003616A

Client Ref. No. - N° de réf. du client

30003616A

Amd. No. - N° de la modif.

File No. - N° du dossier
30003616A

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CCC No./N° CCC - FMS No./N° VME

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

Please see Attachment Annex "D" for details.

4.1.1.2 Point Rated Technical Criteria

Please see Attachment Annex "D" for details.

4.1.2 Financial Evaluation

4.1.2.1. Evaluation of Price – Offer

The price of the offer will be evaluated in Canadian dollars, applicable taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Only the rates of technically compliant offers will be considered.

4.2 Basis of Selection

4.2.1 Minimum Point Rating

1. To be declared responsive, an offer must:
 - a. comply with all the requirements of the Request for Standing Offers (RFSO); and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 64 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 92 points.
2. Offers not meeting (a) or (b) or (c) above will be declared non-responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the 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.

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, Offerors acknowledge that only offers with a certification that the services offered are Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the offer will result in the services offered being treated as non-Canadian services.

The Offeror certifies that:

() the services offered are Canadian services as defined in paragraph 4 of Clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#) (9), Example 2, of the *Supply Manual*.

5.1.2.1 SACC Manual, Clause [A3050T](#) (2020-07-01), Canadian Content Definition

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 Security Requirements – Required Documentation

In accordance with the [requirements of the Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Offeror must provide a completed Application for Registration (AFR) form to be given further consideration in the procurement process.

Offerors are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, offerors who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extensions granted by the Contracting Authority in its discretion), or if Canada requires further information from the Offeror in connection with assessing the request for security clearance (i.e., information not required by the AFR), the Offeror will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Offeror fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

5.2.3 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](http://www.esdc.gc.ca/employment-social-development) 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.

5.2.4 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.4.1 Status and Availability of Resources

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

Solicitation No. - N° de l'invitation

30003616A

Client Ref. No. - N° de réf. du client

30003616A

Amd. No. - N° de la modif.

File No. - N° du dossier
30003616A

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her curriculum vitae to Canada. The Offeror must, upon request from the Standing Offer Authority, provide written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
2. Before access to sensitive information is provided to the Offeror, the following conditions must be met:
 - (a) the Offeror's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 – Standing Offer and Resulting Contract Clauses;
 - (b) the Offeror's security capabilities must be met as indicated in Part 7 – Standing Offer and Resulting Contract Clauses.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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

Security Clauses #2 – Access to **PROTECTED A information/assets at DFO site(s)**

- The supplier and its personnel who require access to PROTECTED information/assets must each hold and maintain a valid **RELIABILITY STATUS** issued by Canada and approved by Fisheries and Oceans Canada.
- 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 Fisheries and Oceans Canada (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).
- The supplier must comply with any other security requirements set by Fisheries and Oceans Canada that are contained in this contract or arrangement and any security attachment.

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 - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Supplemental General Conditions

[4009](#) (2022-12-01), Professional Services - Medium Complexity, apply to and form part of the Standing Offer.

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 Standing Offer award to March 31st 2028.

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 across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Karine Plante
 Title: Senior Contracting Officer
 Organization: Fisheries and Oceans Canada
 Branch: Material and Procurement Services
 Address: 301 Bishop Drive
 Fredericton, NB E3C 2M6
 Telephone: 506-377-9127
 Email: DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca
Karine.Plante@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, the Standing Offer Authority 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

The Project Authority for the Standing Offer is:

Name: _____
 Title: _____
 Organization: Fisheries and Oceans Canada
 Address: _____
 Telephone: ____ - ____ - _____
 Facsimile: ____ - ____ - _____
 E-mail address: _____

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

7.5.3 Offeror's Representative

Name: _____
 Title: _____

Organization: _____

Address: _____

Téléphone: _____ - _____ - _____

Télécopieur: _____ - _____ - _____

Courriel: _____

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:

- [Fisheries and Oceans Canada](#)

7.8 Call-up Procedures - Right of First Refusal

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.

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 Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

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 \$50,000.00 (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), Standing Offers - Goods or Services,
- d) The supplemental General Conditions [4009](#) (2022-12-01), Professional Services ;
- e) 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;
- h) Annex C, Security Requirements Check List;
- i) Annex D, Evaluation Criteria;
- j) the Offeror's offer dated _____ (*insert date of offer*).

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.

7.13 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**.

7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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

7.2.1 General Conditions

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

7.3 Term of Contract

7.3.1 Period of the Contract

The Work is to be performed during the period specified in the individual call-up.

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the offer, the Contractor will be paid firm unit prices, as specified in Annex B Basis of Payment. Customs duties are included and applicable taxes are extra.

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

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% 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.

7.5.3 Method of 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 Electronic Payment of Invoices – Call-up

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

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

7.6 Invoicing Instructions

7.6.1 Payments will be made provided that:

7.6.1.1 Payments will be made provided that the invoice(s) are emailed to :

- DFO Accounts Payable : DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca
- AP Coder:
- Project Authority:

7.6.1.2 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

7.7 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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) 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) 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 Scope

1.1 Title

Remotely Operated Vehicle Technical Support Services for Offshore Research

Relevant Terms and Acronyms

CCG – Canadian Coast Guard
CCGS – Canadian Coast Guard Ship
DFO – Department of Fisheries and Oceans
EBSAs – Ecologically and Biologically Significant Areas
VMEs – Vulnerable Marine Ecosystems – ecosystems that support corals, sponges and other structure-forming taxa
ROPOS- Remotely Operated Platform for Ocean Sciences

1.2 Introduction

The purpose of this Contract is to support Fisheries and Oceans Canada (DFO) offshore research using Remotely Operated Vehicles (ROVs) gather and store high definition video and still photographs and environmental data from depths of 100 to 2500m.

The camera system is used primarily to collect quantitative data on the distribution and abundance patterns of mid-water and benthic organisms (e.g., fishes, corals, sponges, and other invertebrates), environmental conditions at or near the seafloor (including oxygen concentration, salinity, temperature), substrate type (e.g., mud, sand, cobble, boulder, bedrock), and positional data (including altitude above seafloor, latitude, longitude, and depth).

1.3 Background

Through the Convention on Biological Diversity and the Convention on the Conservation and Management of High Seas Fisheries Resources in the North Pacific Ocean, Canada has committed to identifying the location and type of vulnerable marine ecosystems (VMEs) in international waters and the location of ecologically and biologically significant areas (EBSAs) in domestic waters. The identification of VMEs and EBSAs requires the capacity to carry out underwater visual surveys of the seafloor and associated fauna and environmental conditions from a broad range of depths (down to approximately 2500m) across a broad range of latitudes and longitudes in the northeast Pacific Ocean.

Domestically, DFO is also developing monitoring plans for two marine protected areas, Endeavour Hydrothermal Vents and Bowie Seamount, and the area of interest around the Hecate Strait sponge reefs. Visual survey data down to depths of 2000-2500m are needed to map the distribution of indicator species and monitor their status over time.

This Standing offer is for a technical crew with experience in electronic and mechanical systems of remotely operated vehicles, to support the development, testing and operation of DFO owned remotely operated vehicles. It is expected that the contractors conducting work through the Standing offer will work closely with DFO Science staff based at both the Institute of Ocean Sciences as well as the Pacific Biological Station, in Nanaimo, B.C.

2.0 Objective

The Objective of this requirement is to acquire the services of two (2) technical consultants to assist DFO in the deployment, operation, software support and troubleshooting of the a DFO owned remotely operated vehicle aboard DFO's survey vessel or remotely from shore during planned survey periods.

3.0 Requirements

3.1 Tasks, Activities, Deliverables, and Milestones

The Contractor's resources are responsible for the completion of services including, but not limited to the following. Not all services listed below will be required for every survey:

- Testing and troubleshooting remotely operated vehicles and associated peripherals in the DFO's workshop space at the Pacific Biological Station in Nanaimo, prior to deployment aboard the Coast Guard vessel;
- Carrying out tether terminations, testing communications, and calibrating sensors;
- Mobilizing and installing the remotely operated vehicles systems onto the Coast Guard vessel from Nanaimo or Victoria;
- Conducting on deck testing to ensure the remotely operated vehicle and the readouts are working properly before the first deployment;
- Operating complex deep-sea equipment including deep-sea imaging equipment (video and still camera), CTD's, altimeters and acoustic doppler current profiler that sends real-time imaging and navigation data through fiber optic equipped tethers;
- Monitoring and maintaining a written log of the remotely operated vehicle's voltage, current draw and ground fault monitoring systems, and pressure compensation systems while the camera is operating;
- Working in a marine environment (at sea for an extended period of time) including working in close quarters aboard a vessel;
- Completing up to 12-hour shifts to deploy, pilot, and retrieve the remotely operated vehicle;
- Assisting with all mechanical and electrical troubleshooting and repairs on the remotely operated vehicle during the Survey;
- Providing shore-based troubleshooting instruction to the DFO crew operating the remotely operated vehicle for up to 12 hours per day; and
- Providing a final report following completion of the Survey on the current state of the remotely operated vehicle with a section outlining any future repairs needed for the system.
- May be asked to assist with shore side procurement or expediting of necessary parts and equipment required for troubleshooting.

4.0 Estimated Level of Effort

The estimated level of effort provided to DFO will be as follows:

Resources	Contract Period Per Year
Technical Consultant 1	Up to 30 days*
Technical Consultant 2	Up to 30 days*
On call- Shore-based assistance	Up to 30 days*

*** The Government of Canada does not guarantee a minimum number of working days. This standing offer operates on an as-needed basis.**

5.0 Estimated Timelines

Specific dates will be dependent on the allotted ship time to utilize the remotely operated vehicle systems. The estimated timelines are as follows from the date DFO engages the Contractor's support for a given survey:

Tasks/Deliverables	Due Date
DFO provides access to Contractor to DFO's facilities at the Institute of Ocean Science, and/or the Pacific Biological Station	
Contractor reviews remotely operated vehicle features, tests functionality at DFO's facilities in conjunction with DFO personnel	One month after access is provided
Contractor and DFO load remotely operated vehicle onto ship	Load ship
Contractor works with Project Authority on remotely operated vehicle deployments and troubleshooting either onboard OR shore-based	Conduct survey OR provide shore-based support
Unload and demobilize remotely operated vehicle system	End of survey
Post-cruise report deliverable date	Two months after the completion of the cruise.

6.0 Specifications and Standards

The Project Authority during the Survey is the final authority on the remotely operated vehicle procedures and will decide on deployments of the remotely operated vehicle at specific locations and weather conditions.

The work must meet the specifications and standards deemed appropriate by the Project Authority and must be consistent with other guidance developed for this project.

7.0 Technical, Operations and Organizational Environment

The Contractor's resources are required to effectively and efficiently operate within the work environment, including when travelling on board the CCG vessel which will require extended periods of time spent at sea. While at sea, the Contractor's resources must be available seven days a week and up to twelve hours per day during the field data collection onboard, as well as during the mobilization and demobilization period. Hours may be irregular and must be agreed upon in advance with the Project Authority for each call up.

At sea operations includes two (2) hours of which may be allocated to system maintenance time, pre- and post-dive preparations, checks and tests. In its sole discretion, the contractor may accumulate system maintenance time and apply it to longer maintenance requirements from time to time during the course of a survey. If needed, the contractor's resource will be relieved of duties during the active phase of the remotely operated vehicle deployment to allow for the 2 hours of pre- and post-dive activities while still respecting the planned 12 hour work period.

In addition, the Contractor should provide all of their own tools and troubleshooting equipment for work on the Survey. Prior to a survey, the contractor and Project Authority will discuss which specific tools and troubleshooting equipment will be brought by each party. If agreed upon, DFO's tools and troubleshooting equipment may be used in place of the contractor's. This equipment will include all tools needed for electrical and mechanical maintenance of the remotely operated vehicle as well as all personal protective equipment needed. DFO will provide all available at-sea spares for the remotely operated vehicle, as well as a list of all such spare mobilized from DFO's facilities each Survey for which the contractor is a participant.

8.0 Method and Source of Acceptance

Work will be assessed by the Project Authority, who is the final authority on the remotely operated vehicle procedures including the scheduling of deployments under specific locations and weather conditions.

9.0 Reporting Requirements

During the field data collection period while at sea, the Contractor's resources will meet with the Project Authority on a daily basis to provide a status report on the remotely operated vehicle. The Contractor will provide a final report at the end of the Survey describing the current state of the remotely operated vehicle and a list of repairs that need to be completed.

10.0 Project Management Control Procedures

The Project Authority will ensure the work is completed on time, on budget and that the deliverables are of an acceptable quality.

11.0 Change Management Procedures

The Project Authority will consult with the DFO Contracting Authority should there be a change in the scope of the requirement to determine the options available to accommodate the requirement. Any changes to the scope of the project will be discussed by the DFO Project Authority and the Contractor and actioned by means of a formal contract amendment issued by the Contracting Authority.

12.0 DFO Field Support while at Sea

DFO will provide the following support:

- Assistance in loading the remotely operated vehicle system onto the ship;
- Provide all top side equipment for the remotely operated vehicle system;
- Provide field personnel to run the top side computer equipment;
- Provide survey vessels and winch for the Survey;
- All consumable supplies and products necessary for the normal operation and maintenance of the remotely operated vehicle system while at sea; and
- All spare components for the remotely operated vehicle (cables, sensors, etc.) necessary for its normal operation while at sea.

13.0 Contractor's Obligations

The Contractor must:

- Provide project updates to the Project Authority as required, at least once per day while

at sea;

- Provide own equipment for work on the Survey, including all tools needed for electrical maintenance of the remotely operated vehicle as well as all personal protective equipment;
- Return all materials belonging to DFO upon completion of the Contract; and
- Report to the Project Authority any special circumstances or events affecting the provision of the required services.
- If providing on-call, shore-based support, the contractor's resources should be available by phone and email for a period of 12 hours per day (7 am to 7 pm).

14.0 Location of Work, Work site and Delivery Point

The majority of work could be carried out on board the CCG fleet vessel, CCGS John P. Tully, CCGS Vector, R/V Manyberries. The workshop participation would occur at the Pacific Biological Station located at 3190 Hammond Bay Road, Nanaimo, B.C., V9T 6N7.

Due to existing workload and deadlines, all personnel assigned to the Contract must be ready to work in close and frequent contact with the Project Authority and other departmental personnel.

15.0 Language Requirements

The Contractor's resources must have advanced oral, written and comprehension of English. No French is required for this standing offer.

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

16.0 Security Requirement

It is a condition that, prior to performance of any obligation under any contract resulting from this Standing offer, the Contractor and sub-contractors and their employees assigned to the performance of such contract will be security cleared by the federal government at the Reliability level. Contractor and sub-contractors and their employees should endeavour to maintain their Reliability level clearance in good standing throughout the duration of this Standing offer, to avoid any delays that may result from lapsed security clearance status that may prevent participation in activities described in this Standing offer.

17.0 Required Resources or Types of Roles to be Performed

The Contactor is expected to be familiar with and have experience with complex deep-sea remotely operated vehicles. The Contractor's resources will be responsible for maintaining, using and troubleshooting remotely operated vehicles.

The work will be conducted at sea for periods up to 2 weeks; therefore, it is expected that the Contractor's resources will have previous experience working at sea for extended periods of time.

ANNEX « B » BASIS OF PAYMENT

Period of the Standing Offer : from Standing Offer award to March 31, 2028

A Standing Offer Period: Date of award to March 31, 2024				
No.	Activity	Estimated* Maximum Level of Effort (days)	Daily Rate	Estimated Total Cost
1.	Technical Consultant 1	30	\$ _____	\$ _____
2.	Technical Consultant 2	30	\$ _____	\$ _____
3.	Technical Consultant shore-based on call 12 hours a day	30	\$ _____	\$ _____
4.	Mobilization	1	\$ _____	\$ _____
5.	Demobilization	1	\$ _____	\$ _____
Estimated Sub Total Excluding Taxes				\$ _____
Applicable Taxes				\$ _____
Estimated Total Cost Including Taxes				\$ _____

B Standing Offer Period: from April 1, 2024 to March 31, 2025				
No.	Activity	Estimated* Maximum Level of Effort (days)	Daily Rate	Estimated Total Cost
1.	Technical Consultant 1	30	\$ _____	\$ _____
2.	Technical Consultant 2	30	\$ _____	\$ _____
3.	Technical Consultant shore-based on call 12 hours a day	30	\$ _____	\$ _____
4.	Mobilization	1	\$ _____	\$ _____
5.	Demobilization	1	\$ _____	\$ _____
Estimated Sub Total Excluding Taxes				\$ _____
Applicable Taxes				\$ _____
Estimated Total Cost Including Taxes				\$ _____

C Standing Offer Period: from April 1, 2025 to March 31, 2026				
No.	Activity	Estimated* Maximum Level of Effort (days)	Daily Rate	Estimated Total Cost
1.	Technical Consultant 1	30	\$ _____	\$ _____
2.	Technical Consultant 2	30	\$ _____	\$ _____
3.	Technical Consultant shore-based on call 12 hours a day	30	\$ _____	\$ _____
4.	Mobilization	1	\$ _____	\$ _____
5.	Demobilization	1	\$ _____	\$ _____
Estimated Sub Total Excluding Taxes				\$ _____
Applicable Taxes				\$ _____
Estimated Total Cost Including Taxes				\$ _____

D Standing Offer Period: from April 1, 2026 to March 31, 2027				
No.	Activity	Estimated* Maximum Level of Effort (days)	Daily Rate	Estimated Total Cost
1.	Technical Consultant 1	30	\$ _____	\$ _____
2.	Technical Consultant 2	30	\$ _____	\$ _____
3.	Technical Consultant shore-based on call 12 hours a day	30	\$ _____	\$ _____
4.	Mobilization	1	\$ _____	\$ _____
5.	Demobilization	1	\$ _____	\$ _____
Estimated Sub Total Excluding Taxes				\$ _____
Applicable Taxes				\$ _____
Estimated Total Cost Including Taxes				\$ _____

E Standing Offer Period: from April 1, 2027 to March 31, 2028				
No.	Activity	Estimated* Maximum Level of Effort (days)	Daily Rate	Estimated Total Cost
1.	Technical Consultant 1	30	\$ _____	\$ _____
2.	Technical Consultant 2	30	\$ _____	\$ _____
3.	Technical Consultant shore-based on call 12 hours a day	30	\$ _____	\$ _____
4.	Mobilization	1	\$ _____	\$ _____
5.	Demobilization	1	\$ _____	\$ _____
Estimated Sub Total Excluding Taxes				\$ _____
Applicable Taxes				\$ _____
Estimated Total Cost Including Taxes				\$ _____

TOTAL

Period of the Standing Offer : from Standing Offer award to March 31, 2028

Period of Standing Offer	Estimated Total Cost
From standing offer award to March 31, 2028	\$ _____
Sub-Total Excluding Taxes	\$ _____
Taxes	\$ _____
Total Including Taxes	\$ _____

*** The Government of Canada does not guarantee a minimum number of working days.
This standing offer operates on an as-needed basis.**

ANNEX « C » SECURITY REQUIREMENTS CHECK LIST



Government of Canada
 Gouvernement du Canada

Contract Number / Numéro du contrat 30003616
Security Classification / Classification de sécurité Unclassified

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
 LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction Science	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Deep-Sea Drop Camera Technical Support Services for Offshore Research		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Etranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable A ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



Government of Canada
 Gouvernement du Canada

Contract Number / Numéro du contrat 30003616
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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
 If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
 Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
 Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Contract Number / Numéro du contrat 30003616
Security Classification / Classification de sécurité Unclassified

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET Très SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC Très SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
							NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	A		B	C					
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

ANNEX « D » MANDATORY CRITERIA

Proposals will be evaluated in accordance with BOTH the mandatory and rated evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements. Proposals not meeting the mandatory criteria will be excluded from further consideration. If multiple proposals are received that meet all Mandatory requirements, the Rated evaluation will be used to rank the proposals.

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

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

Mandatory Technical Criteria (MT)			
No	Mandatory Criteria	MET	Proposal Page No.
M1	<p>The Bidder must provide a resume for each technical consultant who may provide services under the Standing Offer Agreement.</p> <p>Of the proposed list of technical consultants (minimum two), the Bidder must identify one lead technical consultant who will act as a Project Manager for each call-up.</p>		
M2	<p>The contractor must provide a statement to confirm that the proposed technical consultants will be able to provide:</p> <ul style="list-style-type: none"> a) Shore-based support to assist with troubleshooting during an expedition (on call for up to 12 hours a day). b) Technical advice regarding design and customization of a complex deep-sea ROV system. c) At sea support in the operation and troubleshooting of an ROV. 		
M3	<p>Each technical consultant resume provided must include a list of remotely operated vehicle (ROV) projects, where the technical consultant's participation is clearly defined.</p> <p>Each technical consultant must have a minimum of 3 years of experience operating ROV systems in the last 10 years.</p>		

M4	A statement confirming that each technical consultant holds a valid passport.		
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RATED REQUIREMENTS:

Bidders must attain a rating of at least 64 points of the maximum possible points for the Rated Requirement to be considered compliant. Proposals which fail to attain at least 64 points will be considered technically non-responsive and no further evaluation will be conducted.

Technical evaluation criteria (92 points total; 64 points minimum)

Point Rated Criteria				
Rated Criteria		Point Breakdown Structure	Proposal Page No.	Points Earned
R1	The technical consultant's resume should demonstrate experience operating an ROV using fiber optic equipped tether in depths exceeding 2000 meters.	Five (5) points will be awarded for each project operating ROV in depths exceeding 2000m using fiber optic equipped tether. Maximum of two projects per technical consultant.		/20
R2	The technical consultant's resume should demonstrate specific examples where they integrated peripheral devices onto an ROV system. (device examples could include: doppler velocity logger, lights, cameras, conductivity temperature depth (CTD) loggers, lasers, altimeters etc.	Four (4) points will be awarded for each integrated device. Maximum of three peripheral installations per technical consultant.		/24
R3	The technical consultant resume should demonstrate that they have experience troubleshooting mechanical systems on an ROV.	Four (4) points will be awarded for each mechanical system solution. Maximum of three mechanical troubleshooting instances per technical consultant.		/24
R4	The technical consultant resume should demonstrate they have experience troubleshooting electrical systems on an ROV.	Four (4) points will be awarded for each electrical system solution. Maximum of three electrical troubleshooting instances per technical consultant.		/24
Total Points Earned:				/92

Solicitation No. - N° de l'invitation

30003616A

Client Ref. No. - N° de réf. du client

30003616A

Amd. No. - N° de la modif.

File No. - N° du dossier

30003616A

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

Bidder must achieve a minimum score of **64** possible points out of **92** of the Rated Criteria in order to be considered technically responsive. Bids failing to meet the minimum score required will be deemed non-compliant and given no further consideration.